STATE OF CALIFORNIA

CITY OF PLACERVILLE

ENGINEERING DEPARTMENT

NOTICE TO BIDDERS, CONTRACT, AND PROPOSAL

BOOK 1 OF 2

FOR CONSTRUCTION OF

PLACERVILLE STATION PHASE II PARK-N-BUS

CITY OF PLACERVILLE

CIP #40708

AUGUST 2022

For use in Connection with California Department of Transportation Standard Specifications Dated **2018**, Revised Standard Specifications current as of October 15th, 2021, Standard Plans Dated **2018**, Revised Standard Plans current as of April 15th, 2022**;** City of Placerville Standard Plans; State of California Labor Surcharge and Equipment Rental Rates; and Director of Industrial Relations General Prevailing Wage Rates.

Bids Open: September 22, 2022

CITY OF PLACERVILLE, CALIFORNIA
ENGINEERING DEPARTMENT

PLACERVILLE STATION II PARK-N-BUS
CIP #40708

AUGUST 29, 2022

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY

Daniel Kehrer

DANIEL J. KEHRER, RCE 82663

REGISTERED CIVIL ENGINEER

LANDSCAPE

Scott A. Robertson

SCOTT A. ROBINSON, LLA 4271

LICENSED LANDSCAPE ARCHITECT

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CITY OF PLACERVILLE

ENGINEERING DEPARTMENT

PLACERVILLE STATION II PARK-N-BUS
Project Number: CIP #40708

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CITY OF PLACERVILLE, CALIFORNIA
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the City of Placerville, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

PLACERVILLE STATION II PARK-N-RIDE
CIP #40708

will be received electronically through QuestCDN, available to be submitted until Thursday, **September 22, 2022**, **at 2:00 PM.**

Bids will be opened after 2:00 pm and results will be tabulated and posted by close of business on the day of bid. Completeness of bid packages will be reviewed following the bid opening. Any incomplete packages received may be rejected.

No bid may be withdrawn following electronic submission or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred and twenty (120) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the City of Placerville, Engineering Department. All bids must be clearly referenced as:

PLACERVILLE STATION II PARK-N-RIDE
CIP #40708

TO BE OPENED AT 2:00 p.m., September 22, 2022

LOCATION/DESCRIPTION OF THE WORK: This project is located in the City of Placerville, El Dorado County at 2990 Mosquito Road. The work to be done is shown on the Plans, and generally consists of, but is not limited to:

Construction of a new park and ride facility, roadway and on/off-ramp widening, sewer pipe lining, grading, electrical, drainage, and lanscaping improvements.

Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed or installed.

Bids are required for the entire Work described herein.

The contract time shall be 75 WORKING DAYS.

COST ESTIMATE (FOR BONDING PURPOSES): For bonding purposes, the anticipated project cost is less than $1,300,000.

All bidders' questions shall be submitted in writing to the City via email to the contact information provided below. No verbal responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans and posted directly to Quest CDN. Inquires or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. Bid inquiries must be received by 2:00 pm on September 15, 2022. After this time, the City will not consider these questions as bid protests.

City of Placerville
Engineering Department
Attn: Cory Schiestel, Associate Civil Engineer
3101 Center Street
Placerville, CA 95667
Email: cschiestel@cityofplacerville.org

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The Contract Documents and Plans are electronically available through Quest CDN and on the City's website at https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid beginning Monday, August 29, 2022. In light of concerns and physical distancing related to COVID19, hard copies for select items are to be provided by the two lowest bidders 24 hours after bid opening and may be dropped off or mailed to the Engineering Department at the address provided on the cover of this bid book. Bidder assumes full responsibility for printing the contract documents to scale and for evaluating existing site conditions in comparison with the contract documents for the project.

In order to submit a bid on this project, **bidders must be on the plan holders list through Quest CDN no later than September 21, 2022.** Only bidders on the plan holders list may submit a bid. Bidder is solely responsible for printing and binding the bid documents to scale from the digital format.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference will be held in the field and will adhere to physical distancing requirements. All questions and their respective answers from the pre-bid conference will be documented and posted as an addendum through Quest CDN. **The date, time, and location of the Pre-Bid will be at the Placerville Station gravel lot at 2990 Mosquito Road on September 8, 2022 at 2:30 pm.**

SUBMISSION OF BIDS: The City Engineering Department will receive bids through electronic submission only until 2:00 pm on the bid open date through the Quest CDN bid forum. Bids will only be accepted from registered plan holders. Bids not properly completed may be considered nonresponsive. The City will open and post the received bids through Quest CDN prior to close of business on the day of the bid.

CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the Provisions of the California Public Contract Code Section 3300 and Section 10164, bidders shall be properly licensed to perform the Work from contract award through contract acceptance and shall possess a CLASS A license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans.

BUSINESS LICENSE: The Contractor must obtain and comply with all of the requirements of the City Business Ordinance, where applicable, before beginning work and through Contract Acceptance.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS: Each Proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of ½ of one percent of his total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with section 4100 of the Public Contract Code. The Bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

DBE PARTICIPATION: The City has established that there will be a disadvantaged business enterprise (DBE) contract goal of 4 percent. The Contractor is required to take the necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26.13(b)). Additional information and requirements are provided as Exhibit B to the Contract.

BUY AMERICA: Contractor must comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7. Separate requirements for rolling stock are set out at Section 5323(j)(2)(c) and 49 C.F.R. Section 661.11. Rolling stock must be assembled in the United States and have a 60% domestic content. Contractor must submit the appropriate Buy America certification to the City Resident Engineer as set out in the bid documents with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A bidder or offeror who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit a certification), may submit to the FTA Chief Counsel within 10 days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder or offeror will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder or offeror will simultaneously send a copy of this information to the FTA grantee.

QUALITY ASSURANCE: The City has established a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the City performs if they are available at the job site. Schedule work to allow time for QAP.

NONDISCRIMINATION: This Contract is subject to State and contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and shall be constructed and interpreted in compliance with said provisions. The City of Placerville hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award.

WAGE RATE REQUIREMENTS AND DEPARTMENT OF INDUSTRIAL RELATIONS: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the County which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 603, San Francisco, CA 94101, Phone (415) 972-8620. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project is accordance with the California Code of Regulation, as modified and effective January 27, 1997. Each Contractor must comply with the Federal wage requirements of the Davis-Bacon Act. The higher of the two rates (State and Federal) must be paid to each person working on the project.

Copies of the general prevailing rate of wages in the County in which the Work is to be done are also on file at the California Department of Transportation's principal office, and shall be made available upon request, or at the Internet address http://www.dir.ca.gov. The federal minimum wage rates for the project as predetermined by the United States Secretary of Labor are **not** included in the Proposal and Contract. The contractor is responsible to check current wage rates at http://www.wdol.gov/dba.aspx.

Per SB 854, this project is subject to compliance monitoring and enforcement by the DIR. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the DIR pursuant to Labor Code Sections 1771.1(a)(1), 1725.5, and 1771.1(a). No subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code 1725.5, see Labor Code 1771.1(b).

Notwithstanding the prior paragraph, an unregistered contractor that has submitted a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5 will not be in violation of the law and will be eligible for award so long as the contractor is registered at the time the contract is awarded.

BID SECURITY: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn for the order of the City of Placerville or a Bidder's Bond executed by a surety satisfactory to the City of Placerville on the form provided in the Proposal section of these Contract Documents (do not detach form). The Bidder to whom award is made shall provide Certificates of Insurance, and shall complete and submit the Performance Bond and Payment Bond in and amount of one hundred percent (100%) of the total Contract price plus change orders, to hold good for a period of one year after the completion and acceptance of the work, to protect the City against the results of defective materials, quality of work, and equipment during that time. The bond forms are contained within the Contract Documents.

AWARD OF CONTRACT, REJECTION, AND PROTESTS OF BIDS: Bids will be considered for award by the Placerville City Council. The City of Placerville reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) or irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interest of the City. As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the City. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be made to the next lowest responsible Bidder. Bid protests must be submitted in writing to the attention of the City Clerk before 4:00 pm of the 3rd calendar day following the bid due date.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

By: Date: 9/26/2022

Rebecca Neves, P.E., City Engineer
City of Placerville

CITY OF PLACERVILLE
ENGINEERING DEPARTMENT

PLACERVILLE STATION II PARK-N-BUS

Project No. 40708

EXHIBIT A – BID FORMS

August, 2022

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BID FORM 1

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this Proposal)

PROPOSAL

(to be attached to and submitted with the bid package)

To: CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA

for the construction of

PLACERVILLE STATION II PARK-N-BUS CIP #40708

NAME OF BIDDER_____

BUSINESS P.O. BOX_____

CITY, STATE, ZIP_____

BUSINESS STREET ADDRESS_____
(Please include even if P.O. Box used)

CITY, STATE, ZIP_____

TELEPHONE NO: AREA CODE ( ) _____

FAX NO: AREA CODE ( ) _____

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans and Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

PLACERVILLE STATION II PARK-N-BUS
PROJECT NO. 40708

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Item Total” column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one tenth, or one hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the City of Placerville within eight days, not including Sundays and legal holidays, after the bidder has received notice from the City of Placerville that the Contract has been awarded, the City of Placerville may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Placerville.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Placerville, in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

Exhibit A
CITY OF PLACERVILLE

CONTRACTOR'S BID AND BID PRICE SCHEDULE

PLACERVILLE STATION II PARK-N-BUS (CIP# 40708)

ITEM NO.	BID ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	LINE TOTAL
1	JOB SITE MANAGEMENT	LS	1	$	$
2	CONSTRUCTION STAKING	LS	1	$	$
3	CONSTRUCTION AREA SIGNS (FUNDING SIGN)	LS	1	$	$
4	TRAFFIC CONTROL SYSTEM	LS	1	$	$
5	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	$	$
6	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	$	$
7	RAIN EVENT ACTION PLAN	EA	10	$	$
8	STORM WATER SAMPLING AND ANALYSIS DAY	EA	10	$	$
9	COBBLE ROCK CHECK DAM	LF	30	$	$
10	TEMPORARY DRAINAGE INLET PROTECTION	EA	11	$	$
11	TEMPORARY FIBER ROLL	LF	720	$	$
12	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	$	$
13	STORM WATER ANNUAL REPORT	LS	1	$	$
14	TREATED WOOD WASTE	LB	800	$	$
15	CONTRACTOR SUPPLIED BIOLOGIST	LS	1	$	$
16	CLEARING AND GRUBBING (LS)	LS	1	$	$
17	REMOVE TREE (>6" DBH)	EA	6	$	$
18	ROADWAY EXCAVATION	CY	1,700	$	$
19	ROCK MULCH	SQFT	2,000	$	$
20	PLANTING	LS	1	$	$
21	IRRIGATION SYSTEM	LS	1	$	$
22	CLASS 2 AGGREGATE BASE	CY	660	$	$
23	6" GATE VALVE ANT TEE REPLACEMENT	LS	1	$	$

24	PRIME COAT	TON	1.5	$	$
25	HOT MIX ASPHALT (TYPE A)	TON	1,380	$	$
26	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	32	$	$
27	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,860	$	$
28	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	1.5	$	$
29	12” ALTERNATIVE PIPE CULVERT	LF	45	$	$
30	DRAINAGE INLET MARKER	EA	1	$	$
31	12” ALTERNATIVE FLARED END SECTION	EA	2	$	$
32	REMOVE FIRE HYDRANT	EA	1	$	$
33	FIRE HYDRANT	EA	1	$	$
34	MINOR CONCRETE (CURB) (CY)	CY	24	$	$
35	DETECTIBLE WARNING SURFACE	SQFT	294	$	$
36	MINOR CONCRETE (CURB AND GUTTER)	CY	29	$	$
37	MINOR CONCRETE (CURB RAMP)	CY	26	$	$
38	REMOVE CONCRETE CURB (LF)	LF	61	$	$
39	REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK)	LF	185	$	$
40	MISCELLANEOUS IRON AND STEEL	LBS	464	$	$
41	BIKE LOCKERS	LS	1	$	$
42	SURVEY MONUMENT (TYPE D)	EA	3	$	$
43	PARKING BUMPER (PRECAST CONCRETE)	EA	25	$	$
44	REMOVE CHAIN LINK FENCE	LF	152	$	$
45	REMOVE ROADSIDE SIGN	EA	3	$	$
46	RELOCATE ROADSIDE SIGN (ONE-POST)	EA	6	$	$
47	RELOCATE ROADSIDE SIGN (TWO-POST)	EA	1	$	$
48	FUNISH SINGLE SHEET ALUMINUM SIGN (0.063” UNFRAMED)	SQFT	70	$	$
49	FUNISH SINGLE SHEET ALUMINUM SIGN (0.063” FRAMED)	SQFT	24	$	$
50	ROADSIDE SIGN – ONE POST	EA	11	$	$
51	ROADSIDE SIGN – TWO POST	EA	1	$	$

52	TRAIL WAYFINDING SIGN	EA	2	$	$
53	4” THERMOPLASTIC TRAFFIC STRIPE (PARKING STALL)	LF	1,445	$	$
54	6” THERMOPLASTIC TRAFFIC STRIPE	LF	2,265	$	$
55	8” THERMOPLASTIC TRAFFIC STRIPE	LF	287	$	$
56	THERMOPLASTIC PAVEMENT MARKING	SQFT	522	$	$
57	POLYMER CEMENT SURFACE SYSTEM PAVEMENT MARKINGS	SQFT	1,690	$	$
58	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	1,200	$	$
59	PEDESTRIAN HYBRID BEACON SYSTEMS	EA	1	$	$
60	MODIFYING EXISTING ELECTRICAL SYSTEM	LS	1	$	$
61	MOBILIZATION (10%)	LS	1	$	$
TOTAL BASE CONTRACT (FIGURE)		$			
TOTAL CONTRACT (FIGURE)		-			

ADD – ALTERNATIVE BID ITEMS

ITEM NO.	BID ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	LINE TOTAL
18	ROADWAY EXCAVATION	CY	80	$	$
22	CLASS 2 AGGREGATE BASE (CY)	CY	20	$	$
25	HOT MIX ASPHALT (TYPE A)	TON	(-60)	$	$
25A	JOINTED PLANE CONCRETE PAVEMENT	CY	91	$	$
54	4” THERMOPLASTIC TRAFFIC STRIPE (PARKING STALL)	LF	(-255)	$	$
54A	4” PAINTED (WHITE) TRAFFIC STRIPE (PARKING STALL)	LF	255	$	$
62	MOBILIZATION (10%)	LS	1	$	$
TOTAL ADD-ALTERNATIVE ITEMS (FIGURE)		$			
TOTAL BASE BID + ADD ALTERNATIVE (FIGURE)		-			

TOTAL BASE BID AMOUNT_____

_____Dollars and_____ Cents.
AMOUNT IN WRITING

TOTAL BASE BID PLUS ADD – ALTERNATIVE AMOUNT_____

_____Dollars and_____ Cents.
AMOUNT IN WRITING

Sign Here O_____Date:_____
CONTRACTOR

_____
PRINT SIGNATURE NAME AND TITLE OF BIDDER

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in this Proposal as required by applicable laws and regulations, or the determinations by City of Placerville based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.)

BIDDER'S PROOF OF DIR REGISTRATION

The Bidder agrees that its Proof of DIR Registration pursuant to Labor Code Section 1725.5 is attached hereto and made a condition of this bid.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – BID FORM 2

The bidder_____, proposed subcontractor _____, hereby certifies that he has ☐ , has not ☐ , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ☐, has not ☐ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE – BID FORM 3

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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NONCOLLUSION AFFIDAVIT – BID FORM 4

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with the Business and Professions Code Section 7028.15, the Contractor hereby states under penalty of perjury that he / she is licensed in accordance with an act providing for the State of California registration of Contractors,

Lic. No. _____, Classification(s) _____, _____/_____/_____
Expiration Date

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulation (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America that the Noncollusion Affidavit required by Title 23 United States Code Section 112 and Public Contract Code Section 7106 are true and correct.

Date: _____

SIGNATURE AND TITLE OF BIDDER_____

NAME OF FIRM_____

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DEBARMENT AND SUSPENSION CERTIFICATION – BID FORM 5
(TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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NONLOBBYING CERTIFICATION – BID FORM 6
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

☐ a. initial
☐ b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐a. retainer
☐b. one-time fee
☐c. commission
☐d. contingent fee
☐e. deferred
☐f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ **Yes** ☐ **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
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NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH($___),"CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)
in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s)_____

! (A Copy of the afore-referenced license must be attached hereto.) !

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number(s) _____
(Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the City of Placerville.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute and endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this _____ day of _____, 2022
at _____ County, State of _____
Date: _____

Sign Here _____
_____
_____

Name and Title of Bidder _____
Name of Firm _____

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CITY OF PLACERVILLE

BIDDER'S BOND
! (this form MUST be used) !

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE _____
_____, as PRINCIPAL, and

_____

_____

as Surety are held and firmly bound unto the City of Placerville (Obligee) in the penal sum of TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE of the Principal above named, submitted by said Principal to the Obligee for the work, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, on September 29, 2022 at 2:00 p.m. for the construction of the

PLACERVILLE STATION II PARK-N-RIDE
CIP #40708

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the City of Placerville, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____ 2022.

SIGNATURES

(seal) _____
Principal

(seal) _____
Surety

Address:

_____

_____

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of acknowledgment.)

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BID FORM 9

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – BID FORM 9

To opt out of payment adjustments for price index fluctuations as specified in section 9-1.07 of the Caltrans Standard Specifications, complete this form.

I opt out of the payment adjustments for price index fluctuations.

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date: _____

Bidder's Name:_____

Signature of Bidder:_____

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EXPERIENCE LIST – BID FORM 10

Provide information on your most recent similar projects:

1. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

2. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

3. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

4. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

5. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

6. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

7. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

8. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

9. Project Name:_____
   Owner: _____
   Contract Amount: _____
   Owner Contact Person / Tel #: _____

This page was prepared by _____ _____
Name Date

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FORM 11

FTA BUY AMERICA CERTIFICATE

Steel, Iron and Manufactured Products

NOTE: Complete **EITHER** Alternative A or B

ALTERNATIVE A

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(1), and the applicable regulations in 49 C.F.R. Part 661.

Signature	Title
Company Name	Date

OR

ALTERNATIVE B

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. Section 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. Part 661.7.

Signature	Title
Company Name	Date

BUY AMERICA LAW
49 USC SECTION 5323(j)

"(j) BUY AMERICA --

"(1) The Secretary of Transportation may obligate an amount that may be appropriated to carry out this chapter for a project only if steel, iron, and manufactured goods used in the project are produced in the United States.

"(2) The Secretary of Transportation may waive paragraph (1) of this subsection if the Secretary finds that -

"(A) applying paragraph (1) would be inconsistent with the public interest;

"(B) the steel, iron, and goods produced in the United States are not produced in sufficient and reasonably available amount or are not of a satisfactory quality;

"(C) when procuring rolling stock (including train control, communication, and traction power equipment) under this chapter -

"(i) the cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the rolling stock; and

"(ii) final assembly of the rolling stock has occurred in the United States; or

"(D) including domestic material will increase the cost of the overall project by more than 25 percent.

"(3) In this subsection, labor costs involved in the final assembly are not included in calculating the cost of components."

FORM 12

CERTIFICATION REGARDING CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Proposer hereby certifies that the goods, materials or services described in any contract awarded pursuant to this Invitation to Bid or Request for Proposals will not be performed in any facility presently listed by the Administrator of the U.S. Environmental Protection Agency pursuant to Section 2 of Executive Order 11738. Executive Order 11738 pertains to facilities which have given rise to a conviction for an offense under Section 113(c)(1) of the Clean Air Act [42 U.S.C. Section 7413(c)(1) or Section 309(c) of the Federal Water Pollution Control Act [33 U.S.C. Section 1319(c)].

Designate below the location of each facility where the above-referenced contract will be performed:

Facility Location: _____
(street address)

_____
(city and state)

Facility Location:

_____
(street address)

_____
(city and state)

Facility Location:

_____
(street address)

_____
(city and state)

Company Name: _____

Authorized Representative: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

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CITY OF PLACERVILLE
ENGINEERING DEPARTMENT

PLACERVILLE STATION II PARK-N-BUS

Project No. 40708

EXHIBIT B – DBE CONTRACT PROVISIONS

August, 2022

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EXHIBIT B
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM CONTRACT PROVISIONS

Table of Contents

Section 1: General Information
- 1.1 Definitions
- 1.2 Eligibility/Certification of DBEs
- 1.3 Counting DBE Participation
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- 1.5 DBE Financial Institutions

Section 2: Solicitation Requirements for Contracts with an Established DBE Goal (Race Conscious DBE Participation)
- 2.1 Required DBE Submission
- 2.2 Bidders Not Meeting DBE Goal – Good Faith Effort Requirement
- 2.3 Review Process

Section 3: Solicitation Requirements for Non-Work Order Contracts with No DBE Goal (Race Neutral DBE Participation)
- 3.1 Required DBE Submission
- 3.2 Review Process

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Section 5: Post-Award Requirements for Work Order Contracts with DBE Participation
- 5.1 DBE Goal Setting for Federally-funded Work Orders

Section 6: Post-Award Requirements for all Contracts with DBE Participation (Contracts with and without a Goal)
- 6.1 Contract Provision Requirements
- 6.2 Submittal of DBE Subcontracts
- 6.3 DBE Records
- 6.4 Monitoring and Enforcement Mechanisms (49 CFR Section 26.37)
- 6.5 Effect of Contract Change Orders and Amendments
- 6.6 Substitution of Subcontractors and Suppliers

DBE Forms included in this Attachment:

DBE Form 1a	DBE Commitments Form
DBE Form 1b	DBE Commitments Form for Work Order Contracts
DBE Form 2	Confirmation by DBE
DBE Form 3	DBE Commercially Useful Function Certification
DBE Form 4	DBE Good Faith Efforts Documentation
DBE Form 5	Substitution Request for Disadvantaged Business Enterprise (DBE)
DBE Form 6	Disadvantaged Business Enterprises (DBE) Payment Report
DBE Form 7	Disadvantaged Business Enterprises (DBE) Trucking Verification
DBE Form 8	Final Report, Utilization of Disadvantaged Business Enterprises (DBE)
DBE Form 9	DBE Contract Compliance Review Checklist

SECTION 1
GENERAL INFORMATION

It is the policy of City of Placerville to create a level playing field on which Disadvantaged Business Enterprises (DBE) can complete fairly for federal Department of Transportation (DOT)-assisted contracts as defined in Title 49 Code of Federal Regulations Part 26 (49 CFR Part 26).

49 CFR Part 26 can be viewed online: https://www.law.cornell.edu/cfr/text/49/part-26

1.1 Definitions

City of Placerville has adopted the definitions contained in 49 CFR Part 26, Section 26.5 for its DBE program. The definitions can be viewed online: https://www.law.cornell.edu/cfr/text/49/26.5

Days mean calendar days. In computing any period of time described in this Attachment, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where City of Placerville's offices are closed for all or part of the last day, the period extends to the next day on which City of Placerville is open (49 CFR Section 26.5).

Bidder as used in this document means both Bidder or Proposer, as applicable. *Bid* as used in this document means both Bid or Proposal, as applicable.

Work Order Contract means a Contract in which a general scope of work and overall not-to-exceed amount are established at the time of Contract award, but specific funding sources and particular scope of work are established through execution of individual Work Orders executed by both parties.

1.2 Eligibility/Certification of DBEs

City of Placerville is a Non-Certifying Member (NCM) of the California Unified Certification Program (CUCP). City of Placerville uses the California UCP DBE Directory ("Directory") maintained by Caltrans that identifies all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work (and NAICS codes) the firm has been certified to perform as a DBE. The Directory is revised and updated by Caltrans. The Directory can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBEs listed by Bidders for participation in City of Placerville Contract work must be certified by the CUCP as eligible DBEs by the Bid opening date. It is the Bidder's responsibility to verify that the DBE firm is certified as a DBE at date of Bid opening.

1.3 Counting DBE Participation

City of Placerville will count DBE participation following the guidelines provided in 49 CFR Section 26.55.

Contractor must review 49 CFR Section 26.55 in its entirety, but in general, only the value of the work actually performed by the DBE is counted. Credit for materials or supplies purchased from DBEs will be counted in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer.

49 CFR 26.Section 55 defines manufacturer and regular dealer.

1.4 DBE Commitments Form for Public Works Projects

For Public Works projects, the **DBE Commitments Form** must be consistent with the Designation of Subcontractors Form submitted by Bidder in accordance with the Subletting and Subcontracting Fair Practices Act (e.g., the Bidder may not include on its **DBE Commitments Form** a subcontractor that was statutorily required be designated and is not listed on the Designation of Subcontractors Form).

1.5 DBE Financial Institutions

It is the policy of City of Placerville to investigate the full extent of services offered by financial institutions owned and controlled by socially- and economically-disadvantaged individuals in the City of Placerville Market Area, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The Federal Reserve Board compiles data on financial institutions that participate in the Department of the Treasury's Minority Bank Deposit Program. The Federal Reserve maintains lists of these financial institutions that includes identification of minority and gender status and location viewable at: https://www.fdic.gov/regulations/resources/minority/mdi.html

City of Placerville encourages prime Contractors to research the Federal Reserve Board website and use such institutions on DOT-assisted contracts; however, use of financial institutions in the Treasury's Minority Bank Deposit Program will not be counted toward DBE contract goals.

SECTION 2
SOLICITATION REQUIREMENTS FOR CONTRACTS WITH AN ESTABLISHED DBE GOAL (RACE-CONSCIOUS DBE PARTICIPATION)

The requirements contained in this Section apply only to Contracts with an established DBE goal. For Contracts with NO DBE goal, please follow the guidelines in Section 3.

For Contracts where City of Placerville has established a DBE participation goal, as set out in the solicitation document, meeting the DBE goal or making good faith efforts to do so is a condition for receiving the award of the contracts.

2.1 Required DBE Submission

Bidders must submit the following forms for all solicitations with an established goal:

- **DBE Commitments Form (DBE Form 1a)** (49 CFR Section 26.55)
- **Confirmation by DBE (DBE Form 2) or copy of DBE's quote or Form 60** that includes signed confirmation from each DBE stating that it is participating in the Contract

as provided in the prime Contractor's DBE Commitments Form. (49 CFR Sections 26.55(c), 26.55(d), and 26.53(b))

- **DBE Commercially Useful Function Certification Form (DBE Form 3)**

A Bidder may submit these forms with its bid. If the forms are not submitted with the bid, the apparent low Bidder, the 2nd low Bidder, and the 3rd low Bidder must complete and submit the forms to City of Placerville no later than 5 days after bid opening as a matter of responsibility. Other Bidders do not need to submit the forms unless City of Placerville requests them and must submit the requested documents to City of Placerville no later than 5 days after the request. If any Bidder does not submit the forms within the specified time, City of Placerville will find the Bidder non-responsible and ineligible for award of a Contract.

2.2 Bidders Not Meeting DBE Goal – Good Faith Effort Requirement

If any of the three low Bidders do not meet the established Contract DBE goal, then the Bidder must provide a good faith efforts submission to City of Placerville no later than 5 days after bid opening (49 CFR Section 26.53), which must include a signed **DBE Good Faith Efforts Documentation Form (DBE Form 4)** and supporting documentation that the Bidder made a good faith effort to meet the goal. City of Placerville may allow a longer period based on City of Placerville's submittal of a request to a Bidder before expiration of the five-day period demonstrating good cause for such extension.

In addition, if City of Placerville determines, after review of the **DBE Commitments Form**, that the goal has not been met for any reason (e.g., named firm is not a DBE, dollar value was counted incorrectly, etc.), Bidder must submit a **DBE Good Faith Efforts Documentation Form** and supporting documentation no later than 5 days after City of Placerville provides notice that the goal has not been met.

Only good faith efforts directed towards obtaining participation by DBEs will be considered.

Bidder may reference the checklist provided in 49 CFR Section 26.53 Appendix A, "Guidance Concerning Good Faith Efforts," to help guide Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant.

If a Bidder submitting an otherwise responsive bid fails to meet the established DBE participation goal, City of Placerville will determine whether, given all relevant circumstances, the efforts undertaken by the Bidder to secure DBE participation were similar to those undertaken by a competitor that was actively and aggressively seeking to meet the goal. City of Placerville must make its determination based upon the good faith efforts submission provided by the Bidder in accordance with the criteria set forth above. If City of Placerville determines that a Bidder that failed to meet the established DBE participation goal did not undertake adequate good faith efforts to secure DBE participation, City of Placerville will declare Bidder to be not responsible and ineligible for award of a Contract due to failure to comply with the DBE requirements.

2.3 Review Process

A. Request for Additional Information

City of Placerville will review all information submitted by Bidders and may request submission of explanatory information to assess: whether a particular DBE listed by a Bidder will be performing a commercially useful function in the Contract work; whether a particular DBE listed by the Bidder is certified by the CUCP; or any other issue pertaining to the submitted documentation.

B. Determination that Bidder is Not Responsible

If City of Placerville determines that the apparent low Bidder did not include the required documentation and information, the Bidder may be deemed not responsible, and the Bidder will not be eligible for the Contract award. The next apparent low Bidder will then be evaluated in accordance with the requirements of this document.

If City of Placerville determines that a Bidder has not demonstrated good faith efforts to achieve the goal, City of Placerville will inform the Bidder, give the reasons, and notify the Bidder that it has a right to respond to such notification pursuant to City of Placerville's Protest Procedure.

C. Award Recommendation

Upon completion of the review process described above, a recommendation will be presented to the City of Placerville, as applicable, for Contract award.

SECTION 3

SOLICITATION REQUIREMENTS FOR NON-WORK ORDER CONTRACTS WITH NO DBE GOAL (RACE NEUTRAL DBE PARTICIPATION)

The requirements contained in this Section 3 apply only to Non-Work Order Contracts with NO established DBE goal. For Contracts with a DBE goal, please follow the guidelines in Section 2.

For contracts where City of Placerville has NOT established a participation goal for Disadvantaged Business Enterprises (DBE) as set out in the solicitation document, DBE participation is not required, however it is recommended and encouraged pursuant to the objectives listed in 49 CFR Part 26.1.

If a DBE will participate in the Contract, the following applies to the Bidder.

3.1 DBE Submission

To allow City of Placerville to track race-neutral DBE participation for Contracts without a DBE goal, Bidders are expected to submit the **DBE Commitments Form (DBE Form 1a)** for all solicitations without an established goal and in which a DBE will be participating. If **DBE Form 1a** is not submitted with the Bid, it must be submitted prior to Contract award, within 10 days of request by City of Placerville.

Prior to Contract award, a Bidder that intends to have DBE participation in the Contract must also submit a **Confirmation by DBE (DBE Form 2) or copy of DBE's quote or Form 60** that includes signed confirmation from each DBE stating that it is participating in the contract as provided in the prime contractor's DBE Commitments Form. (49 CFR Sections 26.55(c),

26.55(d), and 26.53(b)), and a **DBE Commercially Useful Function Certification (DBE Form 3)** form for each DBE that will be performing on the contract.

These forms are not required to be submitted if no DBEs will be participating in the Contract.

3.2 Review Process

City of Placerville will review all information submitted by the Bidders in accordance with this Section. City of Placerville may request submission of explanatory information to assess: whether a particular DBE listed by a Bidder will be performing a commercially useful function in the Contract work; whether a particular DBE listed by the Bidder is certified by the CUCP; or any other issues pertaining to the submitted documentation.

SECTION 4
SOLICITATION REQUIREMENTS FOR WORK ORDER CONTRACTS WITH NO DBE GOAL (RACE NEUTRAL DBE PARTICIPATION)

The requirements contained in this Section 4 apply only to Work Order Contracts with no overall DBE goal. For Contracts with a DBE goal, please follow the guidelines in Section 2. Because the nature and extent of the federally-assisted work is often unclear when a solicitation is being performed for a Work Order Contract, City of Placerville may choose not to set a DBE goal at the time of solicitation and will instead assess, on a project-by-project basis, whether the work is federally-assisted and whether establishment of a DBE goal is appropriate for a specific Work Order

For Work Order Contracts with no overall goal, Bidders must attempt, in good faith, to secure and include sufficient DBE certified firms on their proposed subconsultant team for multiple disciplines and work categories related to the Contract work to help ensure they can meet, in good faith, the DBE goal set on any federally-funded Work Orders as applicable, that are executed post-award of a Contract. The DBE goal requirements extend to additional dollars added by Work Order revisions to help ensure that DBE goals are met on the Work Orders.

4.1 Required DBE Submission

Bidders must attempt, in good faith, to secure and include sufficient DBE certified firms on their proposed subconsultant team for multiple disciplines and work categories related to the Contract work to help ensure that the Bidder can meet, in good faith, the DBE goal set on any federally-funded Work Orders that are executed post-award of Contract.

A Bidder must submit the following forms with its bid:

- **DBE Commitments Form for Work Order Contracts (DBE Form 1b)** (49 CFR Section 26.55)
- **Confirmation by DBE (DBE Form 2) or copy of DBE's quote or Form 60** that includes signed confirmation from each DBE stating that it is participating in the Contract as provided in the prime Contractor's DBE Commitments Form. (49 CFR Sections 26.55(c), 26.55(d), and 26.53(b))
- **DBE Commercially Useful Function Certification (DBE Form 3)**

In addition to all other pre-award requirements, to be eligible for award of a Contract, all Bidders are required to certify on the **DBE Commitments Form for Work Order Contracts** that Bidder will either meet the established DBE goal or will make good faith efforts to attempt to meet the established DBE goal set for any applicable federally-funded Work Order issued under the Contract, and, that arrangements to meet all the requirements set out in this Attachment will be made with the listed certified DBEs prior to submission of a proposal to City of Placerville in response to the solicitation and will be made prior to submission of proposals to City of Placerville for any applicable federally-funded Work Order, during the term of the Contract. Failure to affirmatively make this declaration/certification in the manner outlined in the **DBE Commitments Form for Work Order Contracts** will cause a Bidder to be considered non-responsive.

4.2 Good Faith Effort Requirement

If a Bidder is not able to identify DBEs for its Contract team, then a good faith efforts submission must be provided to City of Placerville with its bid (49 CFR Section 26.53), which must include a signed **DBE Good Faith Efforts Documentation (DBE Form 4)** and supporting documentation that the Bidder made a good faith effort to include DBEs in its Contract team.

Only good faith efforts directed towards obtaining participation by DBEs will be considered.

Bidder may reference the checklist provided in 49 CFR Section 26.53 Appendix A, “Guidance Concerning Good Faith Efforts,” to help guide Bidder’s good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

4.3 Review Process

City of Placerville will review all information submitted by the Bidders in accordance with this Section. City of Placerville may request submission of explanatory information to assess: whether a particular DBE listed by a Bidder will be performing a commercially useful function in the Contract work; whether a particular DBE listed by the Bidder is certified by the CUCP; or for any other reason pertaining to the submitted documentation.

SECTION 5
POST-AWARD GOAL-SETTING FOR WORK ORDER CONTRACTS

5.1 DBE Goal Setting for Federally-funded Work Orders

DBE goals may be established on a project-by-project basis on Work Orders that are: funded with Federal assistance; that have subcontracting opportunities; and for which there is an available pool of DBEs that are certified in the NAICS codes related to the Work Order. The awarded Contractor must either meet the established DBE goal or make good faith efforts to attempt to meet the established DBE goal set for any applicable federally-funded Work Order issued under the Contract

When City of Placerville determines, post-award, that it is appropriate to set a DBE goal for a particular federally-assisted Work Order, the awarded Contractor must submit to City of Placerville a **DBE Commitments Form (DBE Form 1a)**. To substantiate the information on the

DBE Commitments Form, Contractor must submit either a **Confirmation by DBE (DBE Form 2),** the Form 60 from the DBE subcontractor, or a copy of DBE's quote for the Work Order.

If Contractor does not meet the DBE Goal set for the Work Order, Contractor must submit a **DBE Good Faith Efforts Documentation (DBE Form 4)** and supporting documentation.

If Contractor indicates to City of Placerville that there is no DBE firm on Contractor's team available to meet the DBE goals set on applicable Work Orders, Contractor may be determined by City of Placerville as not meeting the criteria for Good Faith Efforts in 49 CFR Section 26.53. If City of Placerville makes a determination, on a project-by-project basis, that there are qualified certified DBEs available to complete portions of the work of the Work Order, City of Placerville may require Bidder to locate certified DBEs to meet goals set on each applicable Work Order even if these certified DBEs were not originally included as part of Contractor's original subconsultant team.

SECTION 6

POST-AWARD REQUIREMENTS FOR ALL CONTRACTS WITH DBE PARTICIPATION (CONTRACTS WITH AND WITHOUT A GOAL)

The following applies to all Contracts with DBE participation, whether or not a DBE participation goal was set.

6.1 Contract Provision Requirements

In accordance with 49 CFR Part 26, Section 26.13(b), each Contract City of Placerville signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the assurance language in the FTA Grant Contract Provision entitled **SMALL, MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE.**

In accordance with 49 CFR Part 26, Section 26.29, each contract City of Placerville signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the prompt payment language in the City of Placerville General Contract Provision entitled **PROMPT PAYMENT TO SUBCONTRACTORS; RELEASE OF RETENTION.**

These requirements may be satisfied by including a copy of the Contract between City of Placerville and Contractor in any subcontractor or supplier contract.

6.2 Submittal of DBE Subcontracts

City of Placerville must ensure that DBE Contract assurance and prompt payment requirement language listed in Section 6.1 is included in all DBE subcontractor agreements. (49 CFR Section 26.13 Assurances & 49 CFR Section 26.29 Prompt Payment). Therefore, the awarded Contractor must submit to City of Placerville a copy of all DBE subcontracts within 30 days following Contract execution.

6.3 DBE Records

The awarded Contractor must maintain records, regardless of tier, of all subcontracts entered into with certified DBE subcontractors, DBE service providers, DBE trucking services, and records of materials purchased from certified DBE suppliers. The records must show the name and business address of each DBE subcontractor and vendor and the total dollar amount

actually paid each DBE subcontractor or vendor. Copies of the records must be furnished to City of Placerville upon its written request.

Contractor must require each DBE subcontractor to sign up as a vendor through City of Placerville's vendor portal in QUESTCDN. The vendor registration link and information can be found on the City of Placerville website: https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid

With each application for payment, Contractor must submit monthly to City of Placerville, no later than the 10th of the month, records summarizing DBE activity and payments made to DBEs during the previous month on the **Disadvantaged Business Enterprises (DBE) Payment Report Form (DBE Form 6)** and the **Disadvantaged Business Enterprises (DBE) Trucking Verification Form (DBE Form 7)**, as applicable. Copies of DBE subcontractor invoices must also be included as supporting documentation.

After completion of all Contract Work and before final payment will be authorized by City of Placerville, Contractor must prepare and submit a summary of the DBE Form 5 and DBE Form 6 records on **Final Report, Utilization of Disadvantaged Business Enterprises (DBE) (DBE Form 8)** and certify their correctness.

Contractor must make prompt payment and release of retention to subcontractors in accordance with the General Contract Provisions. With each application for payment for construction contracts, Contractor must submit to City of Placerville an **Unconditional Waiver and Release Upon Progress Payment** or **Unconditional Waiver and Release Upon Final Payment** (the forms are included in the attachments to the IFB or are available by request from City of Placerville), as applicable, executed by the subcontractors that were due payment from the previous partial payment. For each application for payment for non-construction contracts, the Contractor must submit to City of Placerville a **Prompt Payment Certification** form (the form is included in the attachments to the RFP or RFQ or is available by request from City of Placerville), signed by an officer or managing agent of the Contractor, attesting that all subcontractors have been previously paid all amounts due them from prior progress payments within 30 days after Contractor's receipt of such progress payments. Failure to submit either the unconditional waiver and release or certification with a payment application, as applicable, will be the grounds to reject that payment application.

6.4 Monitoring and Enforcement Mechanisms (49 CFR Section 26.37)

City of Placerville will monitor and provide written certification on the **DBE Contract Compliance Review Checklist Form (DBE Form 9)** (CCRC) for every Contract entered into by City of Placerville and subrecipients on which DBEs are participating, ensuring that the DBEs are in fact performing the work. City of Placerville will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. City of Placerville will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps provided in 49 CFR Section 26.109 (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules).

2. City of Placerville will consider similar action under City of Placerville's own legal authorities, including responsibility determinations in future contracts. City of

Placerville has available several Contract remedies to enforce DBE compliance, including:

a. suspension of any payment or part thereof until such time as the issues concerning compliance are resolved,
b. work stoppage until the Contract requirements for substitution or termination of a DBE are satisfied,
c. City of Placerville reserves right to audit and inspect records and work,
d. liquidated damages for failure to comply with DBE requirements,
e. termination, suspension, or cancellation or other breach of Contract actions, pursuant to the terms of the Contract and applicable statutes.

For Contracts with an established DBE goal, if City of Placerville determines that the Contractor's failure to meet all or part of the DBE Contract goal is due to the Contractor's inadequate good faith efforts, the Contractor may be required to pay DBE Liquidated Damages equal to the dollar amount of the unmet DBE Contract goal.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in DOT assisted procurements including, suspension or debarment proceedings pursuant to 49 CFR Part 26, enforcement action pursuant to 49 CFR Part 31, and prosecution pursuant to 18 USC Section 1001. City of Placerville, as appropriate, will use the regulations, provisions, and Contract remedies available in the event of non-compliance with the DBE regulation by a Contractor.

3. City of Placerville will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at Contract award is actually performed by the DBEs. This will be accomplished by conducting field reviews and DBE contractor interviews, as applicable. City of Placerville will maintain written certifications on the CCRC that the contracting records have been reviewed and the work sites have been monitored. DBE monitoring will also be done in conjunction with monitoring of Contract performance for other purposes (e.g., close-out reviews for a Contract) and may be at times performed by Contract Managers or engineering and construction management staff.

   City of Placerville will complete CUF evaluations by reviewing submitted **DBE Commercially Useful Function Certification(s) (DBE Form 3)** and using the "FHWA Tips on Evaluating a Commercially Useful Function" as a guide: https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf

4. City of Placerville will keep a running tally of actual payments to DBE firms for work committed to them at the time of Contract award using Contractor's DBE reports (**DBE Forms 6 and 7**, as applicable). City of Placerville will perform compliance reviews of Contract payments to DBEs, as needed, to ensure that:
    a. the amount reported by Contractor is equal to the actual amount paid to the DBE, and
    b. the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

6.5 Effect of Contract Change Orders and Amendments

6.5.1 For Contracts With a DBE Goal

Circumstances may arise during the performance of work requiring changes to the scope of the work contained in the Contract. If the scope of work increases, the prime Contractor must ensure that it has obtained sufficient DBE participation to meet the Contract goal on the final Contract value or has made good faith efforts to do so.

The dollar amount of any Contract Change Order, Amendment, or any other Contract modification that increases the dollar amounts of the Contract or any subcontract will be subject to the DBE Contract goal established for the Contract, and the Contractor and its subcontractors will be required to solicit DBE participation for such increases. Revised total Contract dollar values must be reflected in the Contractor's **Disadvantaged Business Enterprises (DBE) Payment Forms** (**DBE Form 6)** and **Final Report, Utilization of Disadvantaged Business Enterprises (DBE) (DBE Form 8)** submitted to City of Placerville.

If a Contract Change Order or Amendment eliminates work designated in a DBE commitment, the prime contractor must follow the termination procedures in the City of Placerville General Contract Provisions and must make a good faith effort to meet the DBE Contract goal on the final Contract value.

6.5.2 For Contracts Without a DBE Goal

Circumstances may arise during the performance of work requiring changes to the scope of the work contained in the Contract.

The dollar amount of any Contract Change Order, Amendment, or any other Contract modification that increases the dollar amounts of the Contract must be reflected in the Contractor's **Disadvantaged Business Enterprises (DBE) Payment Forms** (**DBE Form 6)** and **Final Report, Utilization of Disadvantaged Business Enterprises (DBE) (DBE Form 8)** submitted to City of Placerville.

If a Contract Change Order or Amendment eliminates work designated in a DBE subcontract, the prime contractor must follow the termination procedures in the City of Placerville General Contract Provisions.

6.6 Substitution of Subcontractors and Suppliers

Substitution of listed DBE subcontractors and suppliers will be subject to the provisions of 49 CFR Section 26.53 and, additionally, in the case of public works construction contracts, the Subcontracting and Subletting Fair Practices Act (Cal. Public Contract Code § 4100 *et seq.*). To

request a substitution, Contractor must submit to City of Placerville a completed **Substitution Request for Disadvantaged Business Enterprise (DBE) Form (DBE Form 5)**. In considering a request to substitute, the Contractor must provide any and all information that City of Placerville deems appropriate.

Approval may be given or withheld by City of Placerville in its sole and absolute discretion. City of Placerville's approval may be given on any conditions that City of Placerville deems appropriate, including the condition that the Contractor must make a Good Faith Effort to substitute a listed DBE contractor or supplier with another contractor or supplier that meets the DBE requirements in the Contract specifications.

DBE COMMITMENTS FORM **DBE FORM 1a**

City of Placerville Contract Name & Solicitation Number:
Contract DBE Goal: _____% **Total Bid Amount:** $_____
Prime Contractor Name:
Check here if Prime is a Certified DBE: ☐ **Prime DBE Certification Number**: _____

DBE PRIME OR DBE SUBCONTRACTORS PERFORMING WORK OR SERVICES

List the work or services to be performed by each DBE, including work or services performed by the prime contractor's own forces if the prime is a DBE. 100% of value of the work actually performed by the DBE is counted, pursuant to the guidelines in 49 CFR Section 26.55. If 100% of any listed item is not to be performed by the DBE, describe the exact portion to be performed by the DBE. 49 CFR Section 26.55: https://www.law.cornell.edu/cfr/text/49/26.55.

Bid Item Number(s)	Description of Services or Work to be Performed	DBE Certification Number	**Name of DBE*** (Must be certified on the date bids are opened)	DBE Dollar Amount
				$
				$
				$
				$
				$
				$
				$
TOTAL COMMITMENT FOR DBE PRIME OR DBE SUBCONTRACTORS PERFORMING WORK (Transfer this total to the DBE Commitment Summary Table)				**$**

**Bidder must submit with its bid the CONFIRMATION BY DBE (DBE FORM 2) for each DBE, stating that it is participating in the Contract as provided in the prime contractor's DBE Commitments Form. (49 C.F.R. Section 26.53(b)). Prime Contract bidders must also submit a DBE COMMERCIALLY USEFUL FUNCTION CERTIFICATION FORM (DBE FORM 3) for each DBE listed.*

DBE SUPPLIERS (MATERIALS AND SUPPLIES)

If the materials or supplies are obtained from a **DBE manufacturer****, count 100 percent of the cost of the materials or supplies toward DBE goal.
If the materials or supplies are purchased from a **DBE regular dealer*****, count 60 percent of the cost of the materials or supplies toward DBE goal.

Bid Item Number(s)	Description of Materials or Supplies	DBE Certification Number	Name of DBE* (Must be certified on the date bids are opened) Specify: Manufacturer or Dealer? (check one)	Total Cost of Materials or Supplies	Percentage to be applied	DBE Dollar Amount (Total Cost times Percentage)
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
			□ Manufacturer □ Dealer	$	□ 100%** □ 60%***	$
TOTAL COMMITMENT FOR DBE SUPPLIERS (MATERIALS AND SUPPLIES) (Transfer this total to the DBE Commitment Summary Table)						**$**

**Bidder must submit with its bid the CONFIRMATION BY DBE (DBE FORM 2) for each DBE, stating that it is participating in the Contract as provided in the prime contractor's DBE Commitments Form. (49 C.F.R. Section 26.53(b)). Prime Contract bidders must also submit a DBE COMMERCIALLY USEFUL FUNCTION CERTIFICATION FORM (DBE FORM 3) for each DBE listed.*

***a **manufacturer** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications. (49 C.F.R. Section 26.55(e))*

****a **regular dealer** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. (49 C.F.R. Section 26.55(e))*

DBE COMMITMENT SUMMARY TABLE

Add the Total Commitment for DBE Subcontractors Performing Work and the Total Commitment for DBE Suppliers (Materials and Supplies) to obtain the Total Claimed DBE Participation. To calculate the total DBE Commitment percentage, divide the Total Claimed DBE Participation amount by the Total Bid Amount.

TOTAL COMMITMENT FOR DBE SUBCONTRACTORS PERFORMING WORK OR SERVICES	$
TOTAL COMMITMENT FOR DBE SUPPLIERS (MATERIALS AND SUPPLIES)	$
TOTAL CLAIMED DBE PARTICIPATION TOTAL COMMITMENT FOR DBE SUBCONTRACTORS PERFORMING WORK + TOTAL COMMITMENT FOR DBE SUPPLIERS (MATERIALS AND SUPPLIES)	**$**
TOTAL BID PRICE	**$**
TOTAL CLAIMED DBE PARTICIPATION divided by TOTAL BID PRICE = **PERCENTAGE COMMITTED**	**%**

If the total percentage claimed is less than the Contract DBE Goal percentage, an adequately-documented Good Faith Effort (GFE) is required; see the City of Placerville DBE Contract Provisions and DBE Form 3 for details. Good Faith Effort is not required for Contracts without a DBE Goal.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the Contractors State License Board (CSLB) licensed DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable, with the names and items of the work in the Designation of Subcontractors Bid Form, submitted with the bid (Public Contract Code 4100 et. Seq.).

_____
Prime Contractor Representative Signature Date

_____
Prime Contractor Representative Name Phone

_____
Prime Contractor Representative Title

Note that additional sheets may be added to this form, as needed.

City of Placerville to Complete this Section

City of Placerville certifies that all DBE certifications are valid and information on this form is complete and accurate.

_____
City of Placerville Representative's Signature Date

_____
City of Placerville Representative's Name Phone

_____
City of Placerville Representative's Title

DBE COMMITMENTS FORM FOR WORK ORDER CONTRACTS **DBE FORM 1b**

City of Placerville Contract Name & Solicitation Number:
Prime Contractor Name:

Bidder (hereinafter "Contractor") hereby certifies that:

Contractor understands that in order to be eligible for award of a Contract, in addition to all other pre-award requirements, Contractor is required to certify on this DBE Commitments Form for Work Order Contracts that: (1) Contractor will either meet the established DBE goal or will make good faith efforts to attempt to meet the established DBE goal set for any applicable federally-assisted Work Order issued under the Contract; (2) Contractor has made arrangements to meet all the requirements set out in the Contract documents with the certified DBEs listed on this DBE Form 1b, prior to submission of the Bid or Proposal to City of Placerville; and (3) Contractor will make arrangements with certified DBEs prior to submission of proposals to City of Placerville for applicable federally-funded Work Order during the term of the Contract. Contractor further understands that failure to affirmatively make this declaration/certification will cause the Contractor to be considered non-responsive. Failure to complete and submit this form or the inclusion of a false certification may cause Contractor to be deemed non-responsive or not responsible. This certification will be considered as part of the resulting Contract.

Contractor certifies that it has contacted the following DBEs and if it is awarded the Contract, the following DBEs will participate in the Contract as indicated below: (If necessary, use additional sheets.)

DBE Name, Address, Phone Number, Contact Person, and email address	DBE Cert No.	Description of Work to be Awarded to DBE

Bidder must submit with its bid the CONFIRMATION BY DBE (DBE FORM 2) for each DBE, stating that it is participating in the Contract as provided in the prime contractor's DBE Commitments Form. (49 C.F.R. Section 26.53(b)). Prime Contract bidders must also submit a DBE COMMERCIALLY USEFUL FUNCTION CERTIFICATION FORM (DBE FORM 3) for each DBE listed.

_____

Prime Contractor Representative Signature Date

_____

Prime Contractor Representative Name Phone

_____

Prime Contractor Representative Title

CONFIRMATION BY DBE **DBE FORM 2**

DBE Firm Name:	**DBE Certification #:**
DBE Firm Address:	
DBE Contact Name:	**DBE Contact Email:**
DBE Function: ☐ Construction ☐ Service ☐ A&E ☐ Supplier/Dealer ☐ Manufacturer ☐ Broker ☐ Hauling/Trucking	
DBE Primary NAICS Code:	
DBE Secondary NAICS Code(s):	
Average Annual Gross Receipts Bracket: ☐Less Than $500,000 ☐$500,000 - $1M ☐$1M – $2M ☐$2M – $5M ☐$6M – $15M ☐$16M – $25M ☐$26M – $30M ☐$31M – $38.5M ☐Greater than $38.5M *(M = million)*	
Race/Ethnicity: ☐Asian Pacific ☐Asian Subcontinent ☐Black ☐Caucasian ☐Hispanic ☐Native American ☐Other	
Gender: ☐Male ☐Female	

Description of Work to be Performed:

The undersigned submitted a bid/proposal for:

City of Placerville Contract Name & Solicitation Number:
Prime Contractor Name:
DBE's Bid/Proposal Amount:

CERTIFICATION BY DBE

By signing, you are certifying under penalty of perjury that 1) your firm is participating in the Contract as provided in the prime contractor's DBE Commitments Form, and 2) the information provided on the CUF Certification Form is true and correct.

DBE also certifies that after Contract award, DBE will sign up as a vendor through City of Placerville's vendor portal in QUESTCDN. The vendor registration link and information can be found on the City of Placerville website: https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid

_____
DBE Contractor Representative Signature Date

_____
DBE Contractor Representative Name Phone

_____
DBE Contractor Representative Title

DBE COMMERCIALLY USEFUL FUNCTION CERTIFICATION — DBE FORM 3

All certified DBE prime contractors, subcontractors, suppliers, or primes that use a DBE subcontractor must meet the commercially useful function requirements under 49 Code of Federal Regulations Part 26.55. This certification form must be completed for each DBE subcontractor used in the fulfillment of acquired goods and/or services. Prime Contractor must answer the following questions as they apply to the goods and/or services being acquired for this Contract.

City of Placerville Contract Name & Solicitation Number:
Prime Contractor Name:

DBE Firm Name:	**DBE Certification #:**
DBE Function: ☐ Construction ☐ Service ☐ A&E ☐ Supplier/Dealer ☐ Manufacturer ☐ Broker ☐ Hauling/Trucking	

COMMERCIALLY USEFUL FUNCTIONS	**Yes**	**No**	**NA**
Will the DBE be responsible for the execution of a distinct element of the resulting Contract work?			
Will the DBE carry out the obligation of the Contract by actually performing, managing, and/or supervising the work involved with its own forces?			
Will the DBE perform work that is normal for its business, service, and functions?			
Will the DBE subcontract a portion of the work greater than would be expected by normal industry practices?			
Will the DBE's role be limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation?			
Does the DBE have its own employees on the job to perform the work?			
Will the DBE be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, installing (where applicable) and paying for the material itself?			
Does the DBE own the equipment being utilized to perform its work? If No, attach equipment list, ownership documents, and rental/lease agreements.			
Hauling/Trucking Firms:* Does the DBE hauling firm own and/or lease their trucks? (Prime Contractor must review ownership/vehicle registration and/or lease documents to verify.)			
Hauling/Trucking Firms:* Does the DBE employ drivers for trucks owned by the company? (If leased trucks include operators, this should be indicated in the agreement/purchase order.)			
If awarded a Contract, does the DBE agree to register as a vendor in City of Placerville's vendor portal?			

For any question marked 'No', please explain:

**Hauling/Trucking Firm DBEs receive credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.*

WRITTEN STATEMENT

Provide a written statement below detailing the role, services/scope of work, and/or goods the DBE will provide to meet the commercially useful function requirement (attach additional pages, if needed). At the City of Placerville's option prior to award, you may be required to submit additional clarifying information.

PRIME CONTRACTOR CERTIFICATION

By signing, you are certifying under penalty of perjury that the information provided on the CUF Certification Form is true and correct.

Prime Contractor Representative Signature	Date
Prime Contractor Representative Name	Phone
Prime Contractor Representative Title	

GUIDANCE FOR COMPLETING THE COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION FORM

A CUF form must be completed for all DBEs performing on any federally-assisted Contract to determine whether or not a Disadvantaged Business Enterprise (DBE) is performing a Commercially Useful Function (CUF) as required under Section 26.55 of Title 49 Code of Federal Regulations Part 26: https://www.law.cornell.edu/cfr/text/49/26.55. Federal DBE regulations provide that a DBE is performing a CUF when it is responsible for execution of the work it committed to perform under a Contract with the prime and is, in fact, carrying out its contractual responsibilities by performing, managing, and supervising the work. The DBE should possess the required experience; be financially independent; employ its own laborers; own or rent its own equipment; and handle its own payroll, invoicing, and negotiations. If it is determined that a DBE is not performing a CUF on some or all of the work subcontracted to them, the prime contractor will lose DBE credit. If you are unsure of whether a DBE is performing a CUF, contact the City of Placerville DBELO for further guidance.

Certification and CUF are separate and distinct issues. A DBE firm's appearance in the California Unified Certification Program (CUCP) database does not confirm that it is ready or capable of performing a CUF on a project. Certification decisions address the nature of a firm's ownership and structure, while CUF primarily concerns the role a firm has played in a transaction. The prime contractor should ask potential DBE firms the question included on the CUF certification form to confirm that the DBE is ready and able to perform a CUF.

If a DBE firm is a mere pass-through or middleman between two performing parties, the Prime Contractor seeking participation credits may be exposing itself to serious criminal and civil liability. In cases of deliberate attempts to circumvent the intent of the DBE Program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE.

"FHWA Tips on Evaluating a Commercially Useful Function" is an excellent resource for evaluating a CUF:
https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf

CITY OF PLACERVILLE CUF REVIEW AND APPROVAL

City of Placerville's DBELO must evaluate this CUF and make a determination for each DBE performing on the Contract prior to Contract award. City of Placerville's Resident Engineer or Contract Manager will perform CUF on-site reviews and audits when DBEs begin work on the Contract, which will be reviewed by City of Placerville's DBELO. City of Placerville certifies that all information on this form has been reviewed and is complete and accurate.

City of Placerville Resident Engineer or Contract Manager's Signature	Name/Title	Date
City of Placerville Disadvantaged Business Enterprise Liaison Officer's (DBELO) Signature	Name	Date

DBE GOOD FAITH EFFORTS DOCUMENTATION **DBE FORM 4**

City of Placerville Contract Name & Solicitation Number:
Contract DBE Goal: _____% Total Bid Amount: $_____
Prime Contractor's Committed DBE Participation: _____%

Prime Contractor Name:
Prime Contact Person Name: **Phone Number:** **Email:**
Name of Prime representative who attended pre-bid conference:

For Contracts with an established DBE participation goal, if any of the three low Bidders do not meet the established contract DBE goal, then that Bidder must submit good faith efforts documentation no later than 5 days after Bid opening. Good faith effort is not required for Contracts without a DBE goal. See 49 CFR Section 26.53 https://www.law.cornell.edu/cfr/text/49/26.53

PRIME CONTRACTOR DOCUMENTATION OF GOOD FAITH EFFORTS

Answers to the following questions and related documentation must be submitted with this form.

A. Items of work the bidder made available to DBE firms.

1. Describe the work and approximate dollar amount, as a percentage of total work, made available to the certified DBEs.
2. What work item(s) that your firm would normally perform were made available to the certified DBEs?
3. What work items were broken down into economically feasible units to facilitate DBE participation? It is the Bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

B. Effort made to advertise the projects to include DBE participation.

4. What efforts were made to advertise and request DBE participation for this Contract? Provide the names and date(s) of advertisements soliciting DBEs. Attach copies of all advertisements.

C. Solicitation effort documentation.

5. Provide the date(s) and name(s) of certified DBEs that were given written notices and/or emails soliciting DBE quotes (attach copies of written notices, including emails).
6. Date(s) and name(s) of certified DBEs and the contact persons that were telephoned for quotes (attach copy of telephone log).
7. Date(s) and name(s) of certified DBEs that your firm followed up with using written notices and/or telephone calls to determine with certainty if the DBEs you initially solicited are interested (attach copies of written notices and/or emails, and/or follow-up telephone log).
8. Explain efforts made to provide information about the plans, specifications, and contract requirements to certified DBEs.

D. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs.

9. Provide the name(s) and date(s) of any DBE referral agencies contacted for assistance in locating certified DBEs. It is the Bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms. It is the Bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms. It is the Bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

E. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services.

10. What assistance was provided to certified DBEs (i.e., bonding, plans, specifications, certification, etc.)? Attach description of assistance, referral agencies used, and names of DBEs who were provided with assistance.

F. DBE quote documentation.

11. Provide the name(s) of the certified DBEs whose bid(s) were rejected, the description of work, the price quote(s), and an explanation of why they were rejected.
12. Provide the name(s), description of work, and price quote(s) of the subcontractors whose bids were accepted.

G. Additional data to support a demonstration of good faith efforts.

13. Provide documentation of any other good faith efforts undertaken.

PRIME CONTRACTOR CERTIFICATION

By signing, you are certifying under penalty of perjury on behalf of the Contractor that the information provided on the Good Faith Efforts Documentation Form is true and correct.

_____
Prime Contractor Representative Signature Date

_____
Prime Contractor Representative Name Phone

_____
Prime Contractor Representative Title

CITY OF PLACERVILLE EVALUATION OF GOOD FAITH EFFORTS

City of Placerville's evaluation of the apparent low Bidder's good faith efforts is based on Appendix A in Part 26 of Title 49 of the Code of Federal Regulations, Section 9.8 of the Caltrans Local Assistance Procedures Manual, and Caltrans Exhibit 9-E.

City of Placerville finds that the Low Bidder ☐ **did** ☐ **did not** demonstrate good faith efforts to meet the DBE Contract goal for the following reasons:

_____
City of Placerville Representative's Signature Date

_____
City of Placerville Representative's Name Phone

_____
City of Placerville Representative's Title

SUBSTITUTION REQUEST FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) DBE FORM 5

CONTRACT NAME AND NUMBER	REVIEW	
	CITY OF PLACERVILLE RESIDENT ENGINEER OR CONTRACT MANAGER (Print Name & Signature)	DATE
REQUEST DATE	**APPROVAL**	
PRIME CONTRACTOR	CITY OF PLACERVILLE DBELO (Print Name & Signature)	DATE

Listed or Previously Approved Firm ☐DBE

Proposed Firm ☐ DBE ☐NON DBE

ITEM NUMBER	WORK DESCRIPTION	COMPLETED DOLLAR AMOUNT	REMAINING DOLLAR AMOUNT	ITEM NUMBER	WORK DESCRIPTION	DOLLAR AMOUNT
	TOTAL $				**TOTAL $**	

REASONS FOR SUBSTITUTION

Check appropriate box – see Instructions on next page

☐ 1. The listed DBE subcontractor fails or refuses to execute a written Contract.

☐ 2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.

☐ 3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

☐ 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

☐ 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceeding pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

☐ 6. You have determined that the listed DBE subcontractor is not a responsible contractor.

☐ 7. The listed DBE subcontractor voluntarily withdraws from the Contract and provides to you written notice of its withdrawal.

☐ 8. The listed DBE is ineligible to receive DBE credit for the type of work required.

☐ 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the Contract.

☐ 10. Other documented good cause that you determine compels the termination of the DBE subcontractor. However, good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the Contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after Contract award.

REMARKS: (attach additional pages, if needed)

CONTRACTOR REPRESENTATIVE SIGNATURE:	CONTRACTOR'S REPRESENTATIVE NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

SUBSTITUTION REQUEST FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) INSTRUCTIONS

Contractor must complete the substitution request form and submit the request to the City of Placerville Resident Engineer or Contract Manager. Contractor must provide the names of the firms involved, check the box for DBE or non-DBE as applicable, and provide the original item number, work description, completed dollar amount, remaining dollar amount and the proposed item number, work description and dollar amount. If a portion of the work has already been completed by the listed or previously approved firm, Contractor must provide an explanation in the remarks section. Contractor must have good cause to terminate the DBE firm and must check the box for one or more of the ten listed reasons. If the substitution request requires a good faith effort to substitute a listed DBE with a firm that is not certified as a DBE, Contractor must submit the documentation of good faith effort to the City of Placerville resident engineer or project manager.

The City of Placerville Resident Engineer or Contract Manager must review the substitution request upon receipt of a written request for substitution of a listed (DBE) and after review, must sign the request form and forward (along with good faith effort documentation if applicable) with recommendations to the City of Placerville Disadvantaged Business Enterprise Liaison Officer (DBELO) for approval.

The City of Placerville DBELO may provide written consent for substitution of the listed DBE firm only if the City of Placerville DBELO agrees, for reasons stated in City of Placerville's Substitution Request for DBE Form, that the Contractor has good cause to terminate the DBE firm, and if applicable the City of Placerville DBELO has reviewed and approved the good faith effort.

The City of Placerville DBELO can approve the substitution request if:

1) Either one DBE is to be substituted for another DBE if the same items of work are involved and the dollar value is equal to or greater than the original bid or proposal. Or if not, the DBELO has reviewed and approved the good faith efforts to locate a different DBE.

2) If applicable, the new DBE is certified at the time of substitution; and

3) The good cause reason for substitution is based on one or more of the ten listed reasons.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT REPORT — DBE FORM 6

Prime Contractors are required to submit this form to City of Placerville's DBELO via email no later than the 10th of the month following the submission of an invoice for payment that includes a payment to a DBE. If no payments have been made, do not submit the form, but notify City of Placerville's DBELO via email that no payments were made for the given period. List all DBEs regardless of tier, whether or not the firms were originally listed in Prime Contractor's Bid as a DBE Commitment. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity. Use multiple forms, if necessary.

CONTRACT NAME AND NUMBER:	**MONTH:**	**YEAR:**
PRIME CONTRACTOR:	**BUSINESS ADDRESS:**	

ITEM NUMBER(S) OF WORK PERFORMED	DBE FIRM NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	DBE BUSINESS TYPE*	DATE OF PAYMENT	AMOUNT PAID THIS PERIOD	TOTAL PERCENT OF DBE WORK COMPLETED TO DATE	COMMENTS

List all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.
**Select the most appropriate DBE Business Type: Construction, Service, A&E, Supplier/Dealer, Manufacturer, Broker. Note: for Hauling/Trucking, use DBE Form 7.*

By executing this form, Contractor represents and warrants, under penalty of perjury, that 1) Contractor contracted with the DBE companies as set forth in their awarded Bid on this Contract; and 2) Contractor paid the full amounts listed on this form to the DBEs, without reduction or offset.

CONTRACTOR REPRESENTATIVE SIGNATURE:	CONTRACTOR'S REPRESENTATIVE NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

FOR CITY OF PLACERVILLE USE ONLY

CITY OF PLACERVILLE DISADVANTAGED BUSINESS ENTERPRISE LIAISON OFFICER (DBELO) SIGNATURE:	CITY OF PLACERVILLE DBELO NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT REPORT INSTRUCTIONS

Title 49, Code of Federal Regulations (CFR) Section 26.37(c) requires recipients of federal-aid funding to "provide a running tally of actual attainments, including a means of comparing these attainments to commitments." To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete DBE Form 5 and email it to City of Placerville's DBELO after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month. Submission of this form is required until all DBE subcontracting or material supply activity on the entire Contract is completed.

Contractor must enter the Contract number, reporting month and year, and prime contractor name and address. For each DBE, Contractor must identify the item(s) of work performed, the DBE firm name, address, certification number, amount actually paid to the DBE, payment date, percent of participation credited towards Contract commitment (as detailed below), and total percent of work completed to date. It is helpful to include copies of DBE invoices with DBE Form 5 submissions. Contractor must use the comments section to explain any differences in the original commitment and the payments to the DBE firms. If a subcontractor performing work as a non-DBE on the Contract becomes certified as a DBE, Contractor must enter the amount paid for work performed after certification as a DBE. Contractor must sign, print name, and date the form indicating that the information provided is completed and correct.

Credit for materials or supplies purchased from DBEs will be evaluated in the following manner:
1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR Section 26.55 defines manufacturer and regular dealer. https://www.law.cornell.edu/cfr/text/49/26.55

Contractor receives credit toward an established DBE goal by employing a DBE trucking company that is performing a commercially useful function. The Department of Transportation uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) TRUCKING VERIFICATION

DBE FORM 7

CONTRACT NAME AND NUMBER:	MONTH:	YEAR:

PRIME CONTRACTOR:	BUSINESS ADDRESS:

TRUCK OWNER	DBE CERT. NUMBER	COMPANY NAME AND ADDRESS	TRUCK NO.	CALIFORNIA HIGHWAY PATROL CA NO.	COMMISSION OR AMOUNT PAID	DATE PAID	LEASE ARRANGEMENT* (Check if applicable)
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE
							Lease Agreement ☐ with Non-DBE ☐ with DBE

*Upon request, all Lease Agreements must be made available

By executing this form, Contractor represents and warrants, under penalty of perjury, that the information provided is complete and correct and Contractor paid the full amounts listed on this form to the DBEs, without reduction or offset.

CONTRACTOR REPRESENTATIVE SIGNATURE:	CONTRACTOR'S REPRESENTATIVE NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

FOR CITY OF PLACERVILLE USE ONLY

CITY OF PLACERVILLE DISADVANTAGED BUSINESS ENTERPRISE LIAISON OFFICER (DBELO) SIGNATURE:	CITY OF PLACERVILLE DBELO NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

DISADVANTAGED BUSINESS ENTERPRISES (DBE) TRUCKING VERIFICATION INSTRUCTIONS

Contractor must enter the Contract number, reporting month and year, federal aid number, prime contractor name and address.

The form has a column to enter the name of the Truck Owner, DBE Cert. No. (if DBE Certified) and the Name and Address of the trucking company. The form also requires the Truck No. and the California Highway Patrol (CA) Identification Number.

For any Contract that includes trucking, Contractor must submit the form each month, showing the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees of commissions of non-DBE trucks utilized each month on the Contract. The amount paid to each trucking company must be entered in the Commission or Amount Paid column.

In determining how much credit percentage to allow for the trucking company toward the DBE Contract goal, use the following factors:

- The listed DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract, using trucks it owns, insures, and operates, and using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE that leases trucks from another DBE firm receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm or a non-DBE owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee because a DBE is not providing these services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. The leased truck may work for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. (Generally, the lease must be long term and not for the specific project.)

The total dollar figure of the Commission or Amount Paid column must be placed in the box labeled Total Amount Paid. The Date Paid column requires the date that each trucking company was paid for services rendered. The Lease Arrangement column requires information if a lease arrangement is applicable.

Contractor and the City of Placerville Disadvantaged Business Enterprise Liaison Officer (DBELO) sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

Reference Title 49 of the Code of Federal Regulations (CFR), Part 26.55(c) and (d): https://www.law.cornell.edu/cfr/text/49/26.55

FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES — DBE FORM 8

Prime contractors are required to submit this form to City of Placerville's DBELO via email no later than the 10th of the month following the submission of the final project invoice for payment. Contractor must list all first-tier subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for DBE goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, Contractor must provide comments. If more space is needed, Contractor must include additional pages or attachments. Contractor must list actual amount paid to each entity.

CONTRACT NAME & NUMBER		CONTRACT COMPLETION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS	AWARDED CONTRACT AMOUNT
ORIGINAL DBE COMMITMENT AMOUNT ($):	ORIGINAL DBE COMMITMENT PERCENTAGE (%):	

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	TOTAL CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
			TOTAL	$	$		

FINAL TOTAL CONTRACT AMOUNT ($): *(Total amount paid to Prime Contractor)*	FINAL TOTAL DBE UTILIZATION PAYMENT AMOUNT ($): *(Total amount paid to all DBEs)*	FINAL TOTAL DBE UTILIZATION PERCENTAGE (%): *(Total amount paid to all DBEs divided by Total amount paid to Prime Contractor)*

Comments:

By executing this form, Contractor certifies that the information is complete and correct, and represents and warrants, under penalty of perjury, that 1) Contractor contracted with the DBE companies as set forth in this form; and 2) Contractor paid the full amounts listed on this form to the DBEs, without reduction or offset.

CONTRACTOR REPRESENTATIVE SIGNATURE:	CONTRACTOR'S REPRESENTATIVE NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

FOR CITY OF PLACERVILLE USE ONLY

I certify that the contracting records and on-site performance of the DBE(s) has been monitored.

CITY OF PLACERVILLE DBELO SIGNATURE:	CITY OF PLACERVILLE DBELO NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:

FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES INSTRUCTIONS

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified as a DBE. The DBE column is used to enter the dollar value of work performed by firms that are certified DBEs, regardless of tier.

If a firm performing work as a DBE under the Contract becomes decertified and still performs work after the decertification date, Contractor must enter the total dollar value for work performed by this firm while certified under the DBE column, and the total dollar value for work performed after the decertification date in the Non-DBE column.

If a firm performing work as a non-DBE on the Contract becomes certified as a DBE, Contractor must enter the dollar value of all work performed before certification under the Non-DBE column, and the dollar value of all work performed after certification as a DBE under the DBE column.

Contractor must enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the final payment to the DBE firm for the item of work listed as being completed).

Contractor must use the comments section to explain any differences in the original commitment and the final utilization of DBE firms.

Contractor and the City of Placerville Disadvantaged Business Enterprise Liaison Officer (DBELO) sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

DBE CONTRACT COMPLIANCE REVIEW CHECKLIST (CCRC) DBE FORM 9

Contract Name: _____
Contract CN: _____
Contract PO #: _____
DBE Goal %: _____
DBE Commitment %: _____
DBE Commitment $: _____
Contract Manager Name(s), Department, Phone, Email: _____
City of Placerville DBELO Name, Phone, Email:
City of Placerville Procurement Analyst Name, Phone, Email: _____

Prime Contractor: _____
Prime Contract Award Amount: _____
Prime Contractor Main Point of Contact: _____
Prime Contractor Compliance/Administrative Point of Contact: _____
Contract Type (check one): ☐Construction ☐Service ☐Supply/Material

Copy this section for multiple DBE Awards

DBE Name: _____
DBE Caltrans CUCP Registration Number: _____ (https://dot.ca.gov/programs/civil-rights/dbe-search)
DBE Business Type, *see 49 CFR §26.55* (check one): ☐ service/construction ☐ supplier ☐ manufacturer ☐ trucking
DBE Award Amount: _____

DBE Approved NAICS Codes: _____

Add a row for each additional payment. Keep running total of all payments to compare to award amount.

☐ Completed (Check this box when all payments to this DBE are completed)

Date	Payment Amount	Paid-to-Date Total	Notes

Pre-Award Contract Checklist (Procurement and DBELO)

☐	DBE Commitment Form completed and signed by the prime contractor or, alternatively, DBE subcontractor quote is provided. Reviewed and approved by City of Placerville DBELO.
☐	If prime contractor is unable to meet the DBE goal, collect documentation of its good faith effort and submit to City of Placerville DBELO for review for approval prior to award.
☐	Ensure subcontractor quotes for both DBEs and non-DBEs are included as part of the good faith effort documentation in those instances where a non-DBE's quote is selected over a DBE's quote due to the prime's determination that the DBE firm's quote was too high or unreasonable.
☐	Ensure that DBEs are registered with Caltrans CUCP (https://dot.ca.gov/programs/civil-rights/dbe-search); save to procurement file a PDF of CUCP search results as proof of registration.
☐	Ensure that the NAICS codes included on the bid accurately reflect the items of work to be performed by the DBE firm(s). Also ensure that the DBE firm is certified with the applicable NAICS codes for that type of work (https://dot.ca.gov/programs/civil-rights/dbe-search).
☐	Ensure that all DBE subcontractors are registered in City of Placerville's eProcurement vendor database, including the DBE registration number and expiration, gross receipts, and business age data.

Post Award Contract Checklist (DBELO)

☐	Collect fully-executed (signed) subcontracts for all DBE firms listed.
☐	Ensure that DBE Contract assurance and prompt payment requirement language is included in all prime and subcontractor agreements. (49 CFR §26.13 Assurances & 49 CFR §26.29 Prompt Payment)
☐	Review DBE subcontract(s) to ensure firms listed and scope of work is consistent with what is listed on the bid.
☐	Ensure dollar value of DBE subcontract(s) is/are equal to or greater than the amount(s) listed on the bid.

Contract Compliance Checklist (DBELO and Project Manager)

☐	Complete DBE Commercially Useful Function review within 5 days of DBE commencing work to verify that the DBEs are performing a commercially useful function. This must be completed for all DBE firms participating on the Contract, including those not used to meet a DBE goal. (49 CFR §26.55(c) and (d))
☐	Verify that business names on equipment and vehicles are not covered with paint or magnetic signs (visual inspection of vehicles on site)
☐	Verify who employs the workers on site (visually inspect badges/IDs; establish reporting relationships of workers on site/review certified payrolls)

☐	Review supplier invoices and cancelled checks to verify that firm orders and pays for the necessary supplies being used by the DBE subcontractor. (49 CFR §26.55(e))
☐	Collect and review Certified Payroll Reports, Unconditional Waiver Releases, Construction Progress Meeting Minutes, and Inspector Daily Reports. Save all documentation to Contract file.
☐	Ensure all DBE firms are paid promptly (within 30 days of payment to prime contractor) by collecting and reviewing DBE Payment Reports (DBE Forms 5 and 6) and DBE invoices and Unconditional Waiver and Release or Prompt Payment Certifications .Submit copies to DBELO for review. (49 CFR §26.29 Prompt Payment)
☐	DBELO: Record DBE payments. Check this box after the last payment is made for all DBEs.
☐	Collect and review Final DBE Utilization Report (DBE Form 7). Must be approved by DBELO.

DBE Termination and Substitution Checklist (Contract Manager)

☐	Document and file any correspondence related to terminations, substitutions, or deletions of DBE firms.
☐	Ensure documentation is included which verifies DBE firm received sufficient notice and time to respond to the notice of intent to terminate or substitute (minimum 5 day notice per 49 CFR §26.53)
☐	Ensure written approval was received from City of Placerville DBELO prior to making any substitutions for an approved DBE subcontractor - complete DBE Form 4 and submit to DBELO for review and approval.
☐	If terminations, substitutions, or deletions were approved, collect documentation of prime contractor's good faith effort to find a replacement firm (Contractor must submit good faith effort documentation to City of Placerville within 7 days of the request for documentation) prior to performance of the work originally to be performed by the DBE firm being replaced.

Post Contract Checklist (DBELO)

☐	Ensure DBE goal has been achieved by reviewing Final DBE Utilization Report (DBE Form 7) when submitted by Contract Manager.
☐	If a shortfall exists, request and review Good Faith Effort documentation from prime contractor explaining reasons shortfall took place.

Subrecipient Monitoring Compliance (DBELO/Grants/Procurement)

Use this section for Subrecipient Monitoring. Reference: City of Placerville Federal Grant Program Subrecipient Monitoring, Management, and Administration Plan

☐	Verify that Subrecipient has an approved DBE Program.
☐	Verify receipt and review by City of Placerville Procurement and Legal of FTA Mandatory Procurement Standards Worksheet from subrecipient. The worksheet and requirements are contained in Exhibit 1 of City of Placerville's Subrecipient Monitoring Plan document.
☐	Verify that Subrecipient has a contract clause that requires primes to pay subcontractors for satisfactory performance of their contract work no later than 30 days from receipt of payment for such work from the subrecipient.
☐	Verify that Subrecipient has a process to monitor contractors for compliance with applicable DBE requirements. Subrecipients may request a copy of City of Placerville's CCRC to use for this purpose if they do not have their own monitoring mechanism.
☐	Verify that Subrecipient follows all Transit Vehicle Manufacturer (TVM) requirements specified below, if applicable.
☐	Quarterly: subrecipients must submit DBE payment information to City of Placerville DBELO for inclusion in FTA Uniform Reports. Procedures are contained in Appendix E of City of Placerville's Subrecipient Monitoring Plan document.

Transit Vehicle Manufacturer (TVM) DBE Requirement Checklist (49 CFR §26.49) (Procurement)

This section applies only to Transit Vehicle Procurements.

☐	Confirm that there is a provision in the solicitation requiring the certification from TVMs as a condition of permission to bid.
☐	Confirm receipt from each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, a certification that it has complied with the requirements of 49 CFR §26.49.
☐	Verify that the TVM is authorized to bid or propose on U.S. DOT-assisted transit vehicle procurements. Save a PDF of the certified TVM list in the procurement file to document that the requirement was met. FTA's certified list of TVMs is posted on the FTA website at: https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers
☐	Within 30 days of making an award, submit the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement. City of Placerville will submit the required post-award TVM report online at: https://www.surveymonkey.com/r/vehicleawardreportsurvey. To confirm notification of TVM award has been made to FTA, save a PDF of the notification of TVM award in the procurement file to document that the requirement was met.
☐	**FOR SUBRECIPIENTS:** within 30 days of making an award to purchase transit vehicles, subrecipients must send to City of Placerville a letter on agency letterhead stating the name of the successful TVM bidder and the total dollar value of the contract. City of Placerville must in turn send the subrecipient's letter and verification of confirmation that the TVM is on the FTA certified list of TVMs Eligible to Bid on Federally Funded Transit Agency Contracts to the FTA RCRO.

Contract Completion Date

Certification pursuant to 49 CFR Section 26.37(b): I hereby certify that the contracting records for the Contract listed above have been reviewed and the work site has been visited/monitored, as applicable.

Contract Manager Signature: _____ Date: _____

Contract Manager Printed Name: _____

Contract Manager Title: _____

DBELO Signature: _____ Date: _____

DBELO Printed Name: _____

Title: Disadvantaged Business Enterprise Liaison Officer (DBELO)

CITY OF PLACERVILLE
ENGINEERING DEPARTMENT

PLACERVILLE STATION II PARK-N-BUS

Project No. 40708

EXHIBIT C – CONTRACT DOCUMENTS

August, 2022

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CONTRACT (AGREEMENT)

CITY OF PLACERVILLE

PLACERVILLE STATION II PARK-N-BUS
CIP #40708

THIS AGREEMENT ("Agreement") approved by the City Council this _____ day of _____, in the year of 2022, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Engineering Department thereof, the party of the first part hereinafter called "City," and _____ party of the second part hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has caused the above-captioned project to be let to formal bidding process, and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which City has awarded this contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

Article 1. THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

PLACERVILLE STATION II PARK-N-BUS
CIP #40708

The project is located in the City of Placerville in El Dorado County. The Work to be done is shown on the Plans and as described in the Special Provisions.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Bidder's Bond; the Contract which includes this Agreement, Workers Compensation Certificate, Performance Bond, and Payment Bond; the drawings listed and identified as the Project Plans; the Special Provisions and all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; and all the obligations of City and of Contractor which are fully set forth and described therein; all Contract Documents which are hereby specially referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

The City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the material and to do the Work according to the terms and conditions of

the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in the Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit “A”.

Article 4. COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES

The Work to be performed under this Contract shall commence within 15 calendar days from the date specified on the Notice to Proceed issued by the City. The Work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed pursuant to the Special Provisions.

The City and the Contractor recognize that time is of the essence of the Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal preceding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the sum of four thousand eight hundred dollars ($4,000.00) for each calendar day in excess of the number of working days prescribed above.

Article 5. INDEMNITY

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City and its employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of City employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the City, its officers and employees, where expressly prescribed by statute.

The duty to indemnify and hold harmless the City specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

Article 6. GUARANTEES

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the City, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of final accept the Work.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to contractor work performed under this Agreement at no expense to the City during the term of this Agreement and for a period of one year from the date of final acceptance of the Work.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by the City, Contractor hereby authorizes City to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

Article 7. DISPUTES RESOLUTION

a. CONTINUE WORK DURING DISPUTE: In the event of any dispute between the City and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the City, and the dispute shall be resolved by mediation or through a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this section.

b. CITY'S REVIEW OF CLAIM: The City shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection “c” herein, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the City shall be made final and conclusive except as is otherwise provided herein.

c. REQUIREMENTS FOR FILING A CLAIM: For any Claim Subject to this section, the following requirements apply: The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

1. For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any claim within 45 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2. For claims of fifty thousand dollars ($50,000) or more, but less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the

claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.

d. CLAIMS EXEMPT FROM REVIEW: The procedures and remedies provided in this Article 7 do not apply to:

1. Any claims by the City.
2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
3. Any claim or dispute relating to stop payment requests or stop notices.
4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

e. PROCEDURE TO RESOLVE CIVIL CLAIMS: The City and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.

f. PAYMENT OF UNDISPUTED PORTION OF CLAIM: Payment by City of undisputed portion of claim; interest on arbitration award or judgment.

1. City shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.

2. In any suit filed under Section 20104.4, of the Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

g. SUIT IN EL DORADO COUNTY ONLY: Any litigation arising out of this Contract shall be brought in El Dorado County and the Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

Article 9. TERMINATION BY OWNER FOR CONVENIENCE

The City reserves the right to terminate the Contract at any time upon determination by the City's Representative that termination of the Contract is in the best interest of the City. City shall issue the Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by the City, and (6) cleanup of the site.

If the Contract is terminated for the City's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of City, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by City, and without profit, for all work performed to secure the project for termination.

Article 10. TERMINATION BY OWNER FOR CAUSE

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the City's Representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies the City may have, if the Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and take possession of all material and equipment, and complete the Work by City's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the City for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of the section shall be in addition to all other rights and remedies available to the City under law.

If after notice of termination, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

Article 11. WORKERS COMPENSATION CERTIFICATION

Contractor warrants and represents that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code. Pursuant to the provisions of California Civil Code sections 1860, 1861, and prior to commencement of work, the Contractor shall sign and file with the City Project Administrator a certification in the form prescribed in section 1861.

Article 12. WARRANTY

The Contractor warrants to the City that materials and equipment furnished for the Work will be good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 13. RETAINAGE AND FINAL PAYMENT

The retention from payment is set forth in Section 9 “Payment” of the Special Provisions. The Contractor may elect to receive 100 percent of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with the City, in accordance with, and as set forth in Section 22300 of the Public Contract Code.

Final Payment to the Contractor, less retention, in accordance with the final estimate is contingent upon the Contractor furnishing the City with all required forms for project close out and a signed written release of all claims again the City arising by virtue of the Contract. The Contractor, from the operation of the release, may specifically exclude disputed Contract claims in stated amounts. The release shall be in substantially Contract Form 3.

Article 14. AUTHORIZED SIGNATURES

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the said Department of Engineering of the City of Placerville, State of California, has caused this Agreement to be executed by the City Council of the City of Placerville, in its behalf, and the said Contractor has signed this Agreement the day and year written below.

CITY OF PLACERVILLE

Dated _____ _____

City Manager, City of Placerville

CONTRACTOR

Dated _____ _____

Name of Company

By _____ _____ _____

Authorized Representative **License No.** **Federal Employer Identification No.**

NOTE: If Contractor is a corporation, the legal name of the corporations shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that they are appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of City. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the City prior to signing this document.

Mailing Address: _____

Business Address: _____

City, Zip: _____

Phone: _____ **Fax:** _____

ATTACHMENT: EXHIBIT "A", Contractors Bid and Bid Price Schedule

END OF CONTRACT

INSERT EXHIBIT A
TO THE CONTRACT AGREEMENT
(ATTACH CONTRACTOR'S BID AND PLAN SCHEDULE)

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FTA GRANT CONTRACT PROVISIONS
CONSTRUCTION

In case of any conflict or discrepancy, these FTA provisions will prevail over the "State Grant Contract Provisions" and the "City of Placerville General Contract Provisions" contained in the Contract Documents.

1. FEDERAL GRANT CONDITIONS. This Contract is subject to a financial assistance contract between City of Placerville and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Placerville and FTA, as the may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract. If such changes cause an increase or decrease in the work to be performed by Contractor or the time for such performance, then the compensation to be paid to Contractor and time of performance will be equitably adjusted.

2. NON-LIABILITY OF FEDERAL GOVERNMENT

A. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to Contractor, or any other party, (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
B. Contractor must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. FALSE STATEMENTS

A. Contractor acknowledges that the provisions of the Program Fraud Civil Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
C. Contractor must include the above clauses in each subcontract under this Contract. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to it provisions.

4. ALLOWABLE COSTS. With respect to noncompetitively-bid Contracts and Change Order(s) to all Contracts, costs incurred by Contractor will be allowable to the extent that they meet all of the requirements set forth below. They must:

A. Be made in conformance with the Scope of Work and all other provisions of the Contract;
B. Be necessary in order to accomplish the Contract;
C. Be reasonable in an amount for the goods or services purchased;
D. Be actual net cost to Contractor (i.e., the price paid minus any refunds, rebates, or other items of value received by Contractor that have the effect of reducing the cost actually incurred);
E. Be incurred (and be for work performed) after the effective date of the Contract or Change Order unless specific authorization from the City of Placerville to the contrary is received;
F. Unless permitted otherwise by Federal statute or regulation, conform with FTA guidelines and regulations (2 C.F.R. Part 1201), Federal cost principles (48 C.F.R. Part 31), and the Office of Management and Budget Super Circular (2 C.F.R. Part 200), as applicable;
G. Be satisfactorily documented;
H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by City of Placerville; and

I. Be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

Contractor must include these clauses in each subcontract under this Contract.

5. AUDIT AND INSPECTION OF RECORDS

A. Contractor must provide City of Placerville, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers, and records of Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. Section 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. Section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. Sections 5307, 5309 or 5311.

B. Contractor must permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor must maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor must maintain same until City of Placerville, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims, or exceptions related thereto (49 C.F.R. Section 18.39(i)(11)).

Contractor must include the above clauses in each subcontract under this Contract.

6. SMALL, MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE. In accordance with 49 CFR Part 26.13, it is City of Placerville's policy to not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of City of Placerville's DBE program or the requirements 49 CFR part 26. City of Placerville must take all necessary and reasonable steps under 49 CFR, part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. City of Placerville's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Contract

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

Contractor must take steps to assure that qualified small, minority, women and disadvantaged business enterprises are used when possible and to the fullest extent practicable. Contractor must make information available to potentially-qualified firms about procurement opportunities. Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities and establish delivery schedules to encourage the participation of small, minority, women and disadvantaged business enterprises. Contractor must seek the assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency to facilitate the participation of small, minority, women and disadvantaged business enterprises.

7. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor must comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8. EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246, 41 C.F.R. Part 60-1). During the performance of this Contract, Contractor must:

A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. Section 5332, and Federal transit laws at 49 U.S.C. Section 5332, comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity,"

as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract.

B. Take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, Contractor must comply with any implementing requirements FTA may issue.

C. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor must comply with any implementing requirements FTA may issue.

D. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, comply with any implementing requirements FTA may issue.

Contractor must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. AFFIRMATIVE ACTION REQUIREMENTS (CONSTRUCTION OVER $10,000) (41 C.F.R. Part 60-4)

A. Contractor and any proposed subcontractor must either state in its bid or provide the information set out below prior to contract award:

1. Whether it has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2;
2. Whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause set out in subparagraph 8B above;
3. Whether it has filed with the Joint Reporting Committee or the Director of Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

B. For all Contracts in excess of $50,000 and for Contractor's subcontracts in excess of $50,000, and where Contractor or the subcontractor has 50 or more employees, Contractor and such subcontractors must develop a written affirmative action program (AAP) for each of its establishments (see 41 C.F.R. Part 60-1.40). If a Contractor fails to submit an AAP and supporting documents, including the workforce analysis, within thirty (30) days form the date of the request, the enforcement procedures specified in 41 C.F.R. Part 60-1.26 (b) will be applicable. Contractors may reach agreement with OFCCP on nationwide AAP formats or on the frequency of updating statistics.

C. The goals and the timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
	16%	6.9%

These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it must apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

D. Contractor's compliance with Executive Order 11246 and the regulations in 41 C.F.R. Part 60-4 will be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. Section 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor-to-Contractor or from project-to-project for the sole purpose of meeting Contractor's goals will be a violation of the Contract, the Executive Order, and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

E. Contractor must provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract. The notification must list the name, address and telephone number of the subcontractor; Employer Identification Number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

F. As used in this Article, the "covered area" is the City of Placerville.

G. Whenever Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it must physically include in each subcontract in excess of $10,000 the following provisions and the notice that contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

H. Definitions:
   1. "Covered area" means the geographical areas of the City of Placerville, California;
   2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   3. "Employer Identification Number" means the Federal Social Security number used on the employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   4. "Minority" includes:
      a. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
      b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
      c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
      d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable Tribal affiliations through membership and participation or community identification).

I. Contractor will implement the specific affirmative action standards provided in subparagraphs L(1) through (16) below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract must apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

J. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement to refer either minorities or women will excuse Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

K. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Contractor during the training period, and Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

L. Contractor must take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. Contractor must document these efforts fully, and must implement affirmative action steps at least as extensively as the following:
   1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to work. Contractor, where possible, will assign two or more women to each construction project. Contractor must specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
   2. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
   3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Contractor by the union or, if referred, not employed by Contractor, this must be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor must provide notice of these programs to the sources compiled under L(2) above.
6. Disseminate Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Contractor must send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities may be provided to assure privacy between sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under Contractor's EEO policies and affirmative action obligations.

M. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs L(1) through (16). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under L(1) through (16) of these specifications, provided that Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and

can provide access to documentation which demonstrates the effectiveness of actions taken on the behalf of Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation will not be a defense for Contractor's noncompliance.

N. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goal for women generally, Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
O. Contractor may not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual identity, gender orientation, or national origin.
P. Contractor may not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
Q. Contractor must carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of this Contract and Executive Order 11246, as amended.
R. Contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph L of this Section, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 C.F.R. Section 60-4.8.
S. Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must include for each employee at least the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, sexual identity, gender orientation, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
T. Contractor establishment as required above to develop a written affirmative action program (AAP) will maintain and preserve its current AAP and documentation of good faith effort for the immediately preceding AAP year, unless it was not then covered by the written AAP requirement.
U. Nothing provided herein will be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

10. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. Contractor must comply with the following requirements that are applicable to this Contract:

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq.;
B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;
C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section5301 (d);
D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38;
E. U.S. Architectural and Transportation Barriers Compliance "ADA Accessibility Guidelines for Buildings and Facilities" (ADAAG)
F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.
J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

11. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS. To the extent Contractor is performing construction, repair, or preventive maintenance, Contractor must comply with the following provisions.

A. Minimum Wages

1. All laborers and mechanics employed or working upon the work site (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contractor must comply with the Copeland "Anti Kickback" Act, as amended, 18 U.S.C. Section 874, which prohibits Contractor from inducing, by any means, any employee in the construction, completions, or repair of public work, to give up any part of the compensation to which the employee is otherwise entitled.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. Section 5.5(a)(1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, accept as provided at 29 C.F.R. Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification must be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification that work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. Section 5.5(a)(1)(ii) and the Davis-Bacon Poster (WH-1321) must be posted at all times by Contractor and its subcontractors at the work site in a prominent and accessible place where it can be easily seen by the workers.

The current wage determinations for this Contract are attached hereto. If any such wage determination expires after bid opening but prior to Contract award, this Contract will be equitably adjusted to reflect any resulting increase or decrease in Contractor's cost of performance.

2. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and that is to be employed under the Contract will be classified in conformance with the wage determination. The contracting officer will approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
   (a) Except with respect to helpers as defined in 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
   (b) The classification is utilized in the area by the construction industry; and
   (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
   (d) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.
      (i) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
      (ii) In the event CONTRACTOR, laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will refer the questions including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(iii) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. Section 5.5(a)(1)(v)(B) or (C), must be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor must either pay the benefit as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set assets aside in a separate account for the meeting of obligations under the plan or program.
5. The contracting officer will require that any class of laborers or mechanics which is not listed in the wage determination and that is to be employed under the Contract will be classified in conformance with the wage determination. The contracting officer may approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
6. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
7. The classification is utilized in the area by the construction industry; and
8. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
9. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate including the amount designated for fringe benefits where appropriate), a report of the action taken must be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
10. In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and advise the contracting officer of will notify the contracting officer within the 30-day period that additional time is necessary.

B. Withholding.

City of Placerville will, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from Contractor, under this Contract or any other Contract with City of Placerville that is funded by the Federal Government or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which are held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the work site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, City of Placerville may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records

1. Payrolls and basic records relating thereto must be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or development of the Project). Such records must contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found, under 29 C.F.R. Section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor must maintain records that show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certifications of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(a) Contractor must submit weekly, for each week that any Contract work is performed, a copy of all payrolls to City of Placerville for transmission to FTA. The payrolls submitted must accurately and completely set out all of the information required to be maintained under 29 C.F.R. Part 5Section 5.5(a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted must be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the Contract and must certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. Part 5 Section 5.5(a)(3)(i) and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

a. The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. part 5Section 5.5(a)(3)(ii)(B).

b. The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. Section 1001 and 31 U.S.C. Section 231.

2. Contractor or subcontractor must make the records required under 29 C.F.R. Part 5Section 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of FTA or the Department of Labor, and must permit those representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or make them available, FTA or the Department of Labor may, after written notice to Contractor subcontractor, or City of Placerville, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. Part 5Section 5.12.

D. Apprentices and Trainees

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification may not be greater than the ratio permitted to Contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, may not be paid less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program may not be paid less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program will be observed.

Every apprentice must not be paid less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes must be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 C.F.R. Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site may not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must not be paid less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

   Trainees must be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees must be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration may not be paid less than the applicable wage rate on the wage determination for the classification of work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 C.F.R. Part 5 must be in conformity with the Equal Employment Opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

E. Compliance with Copeland Act Requirements. Contractor must comply with the requirements of 29 C.F.R. Part 3, which are incorporated herein by reference.

F. Contract Termination: Debarment. A breach of the contract clauses in 29 C.F.R. Section 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. Section 5.12.

G. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3 and 5 are incorporated by reference in this Contract.

H. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract will not be subject of the general disputes clause of this Contract. Such disputes will be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I. Certification of Eligibility.

1. By entering into this Contract, Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Section 5.12(a)(1).
2. No part of this Contract may be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Section 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

J. Subcontracts. Contractor or subcontractor must insert the clauses set forth in subparagraphs A through J of this Section in any subcontracts, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through J of this Section.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS (CONTRACTS OVER $100,000)

A. Overtime Requirements. As set out in 29 C.F.R. Section 5.5(b)(1), no contractor or subcontractor contracting for any part of the contract work that may require or involve the employment of laborers or mechanics may require or permit any such laborer or mechanic in any workweek in which he/she is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the requirements of 29 C.F.R. Section 5.5(b)(1), Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, Contractor and such subcontractor will be liable to the United States for liquidated damages. Such liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. Section 5.5(b)(1) in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R. Section 5.5(b)(1).

C. Withholding for Unpaid Wages and Liquidated Damages. City of Placerville will, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. Section 5.5(b)(2).

D. Subcontracts. Contractor or subcontractor must insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13. DISCRIMINATORY SPECIFICATIONS. Contractor must comply with the provisions of 49 U.S.C. Section 5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by Contractor for work to be performed under this Contract.

14. LEAD-BASED PAINT POISONING PREVENTION ACT. Contractor must comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. Section 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

15. SEISMIC SAFETY - BUILDING DESIGN AND CONSTRUCTION. In accordance with 42 U.S.C. Section 7701 et seq., Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 Sections 41.117 and 41.120 and will certify to compliance to the extent required by the regulation. Contractor also must ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

16. COMPLIANCE WITH ENVIRONMENTAL STANDARDS. (CONTRACTS OVER $100,000).

A. Contractor must comply with the provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.; Section 508 of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; the Resource Conversation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq.; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.

B. Contractor must report each violation to City of Placerville and understands that City of Placerville will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

C. Contractor must also include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

17. MOTOR VEHICLE AND MOTOR VEHICLE ENGINE POLLUTION. Contractor agrees that any vehicles acquired as a part of this Contract must be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle

Engines; Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

18. RECYCLED PRODUCTS (CONTRACTS OVER $10,000 PER YEAR). Contractor must provide products and services that conserve natural resources, protect the environment, and are energy efficient in accordance with the Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. Section 6962), and the EPA guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247 through Part 253, In all subcontracts of $10,000 or more, Contractor must give competitive preference to products and services that meet these criteria and contain recycled materials identified in the EPA guidelines.

19. ENERGY CONSERVATION. Contractor must comply with mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq., and 49 C.F.R. Part 18.

20. FLY AMERICA. Contractor must comply with 49 U.S.C. Section 40118 (the "Fly America" Act) in accordance with the General Services Administrations' regulations at 41 C.F.R. Part 301-10.131 through 301-10-143, which provides that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, Contractor must submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements.

21. SIGNS. Contractor must erect at the site of construction, and maintain during construction, signs identifying the name of the project and indicating that the Federal Transit Administration is participating in the development of the project.

22. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS. As required under 46 U.S.C. Section 55303 and 46 C.F.R. Part 381, for equipment, materials or commodities that may involve transport by ocean vessel, Contractor must:

A. Use privately-owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
B. Furnish, within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A above to City of Placerville (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Contract.
C. Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

23. DEBARRED BIDDERS (CONTRACTS OVER $25,000). Contractor, including any of its officers or holders of a controlling interest, and subcontractors are obligated to inform City of Placerville whether or not they are or have been debarred, suspended, or otherwise declared ineligible for award of federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section6106 note and U.S. DOT regulations, 49 C.F.R. Part 29. Should Contractor or a subcontractor be included on the list or determined ineligible during the performance of this Contract, Contractor must so inform City of Placerville.

24. LOBBYING RESTRICTIONS

A. Contracts under $100,000. Contractor may not use any funds under this Contract to support activities designed to influence Congress or any State Legislature on legislation or appropriation as prohibited by U.S. DOT regulations "New Restrictions on Lobbying" at 49 C.F.R. Part 20.100, as modified by 31 U.S.C. Section 1352. Contractor must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in 49 C.F.R. Part 20.100. Nothing in this Article will be construed to prohibit a Contractor or subcontractor from lobbying Congress or any State legislature using Contractor's own funds rather than the revenues received under this Contract.

B. Contracts over $100,000. Contractor may not use any funds under this Contract to support activities designed to influence Congress or employee of any federal agency, a Member of Congress, an officer or

employee of Congress, an employee of a Member of Congress or a State Legislature in connection with any appropriation or legislation and must comply with the provisions of the U.S. DOT's regulations, "New Restrictions on Lobbying" at 49 C.F.R. Part 20, as modified by 31 U.S.C. Section 1352. Contractor must execute the attached "Certification Regarding Lobbying" and submit a copy to City of Placerville upon execution of this Contract. Contractor must ensure that each subcontractor performing work pursuant to the terms of this Contract complies with the lobbying restrictions contained in the provisions cited herein above and ensure that the language contained in the "Certification Regarding Lobbying" is included in all contracts with all of its subcontractor performing work under this Contract in amount of $100,000 or greater.

Nothing in this Article will be construed to prohibit Contractor or its subcontractors from lobbying Congress, a federal agency or a State Legislature, so long as the Contractor or its subcontractors do not use revenues received under this Contract to do so. However, if Contractor or its subcontractors makes any contact with a federal agency, Congress, or a State Legislature with the intent to influence a decision on a federal or state action affecting City of Placerville, employing its own non-federal funds, Contractor must complete the attached Disclosure of Lobbying Activities form and submit it to City of Placerville. For the duration of this Contract, Contractor must submit the OMB Form LLL every calendar quarter in which Contractor, or its subcontractors subject to this provision, engage in lobbying activities as described in 49 C.F.R Part 20. All Disclosure forms must be forwarded from tier to tier up to City of Placerville, which will submit the forms to the FTA.

25. BUY AMERICA ACT (CONTRACTS OVER $150,000). Contractor must comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7. Separate requirements for rolling stock are set out at Section 5323(j)(2)(c) and 49 C.F.R. Section 661.11. Rolling stock must be assembled in the United States and have a 60% domestic content. Contractor must submit the appropriate Buy America certification to City of Placerville as set out in the bid documents with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A bidder or offeror who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit a certification), may submit to the FTA Chief Counsel within 10 days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder or offeror will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder or offeror will simultaneously send a copy of this information to the FTA grantee.

26. INTELLIGENT TRANSPORTATION SYSTEMS. If this Contract is for the design, procurement or installation of an Intelligent Transportation System (ITS) project, defined as involving the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture and Standards, pursuant to SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note, and FTA's published policies, Contractor must comply with FTA's National ITS Architecture Policy on Transit Projects (66 Fed. Reg. 1455, et seq.; January 8, 2001), in performing this Contract and any other applicable FTA circular or guidance materials.

27. ELECTRONIC AND INFORMATION TECHNOLOGY. If this Contract is for the design, procurement or installation of electronic and information technology, Contractor must comply with the applicable accessibility standards set out in Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards" set out at 36 C.F.R. Part 1194.

28. PROTECTION OF SENSITIVE SECURITY INFORMATION. If Contractor is provided with access to City of Placerville sensitive security information, Contractor and all subcontractors at each tier must protect the Sensitive Security Information in accordance with 49 U.S.C. Section 40119(b) and implementing DOT regulations "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) implementing Department of Homeland Security regulations "Protection of Sensitive Security Information," 49 CFR Part 1520 and any implementing regulations, requirements or guidelines that the Federal Government may issue.

29. SEAT BELTS. Pursuant to Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” 23 U.S.C. Section 402 note, Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles.

30. METRIC MEASUREMENTS. Where feasible, and to the extent practicable, City of Placerville will accept property and services with dimensions expressed in metric measures in compliance with the Metric Conversion act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” 07-25-1991, 15 U.S.C. Section 205a note; and DOT or FTA regulations and directives. If, for any given product or service provided under the Contract, no measurement system is specified and Contractor desires to provide the product or service with metric measures, Contractor must confer with City of Placerville to determine whether it is feasible and practicable to do so.

31. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor must not: (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

32. DOMESTIC PREFERENCE. Consistent with 2 C.F.R. Section 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this Article: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing process, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “Manufactured products” means items and constructions materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete; glass, including optical fiber; and lumber.

33. SUBCONTRACTOR FLOW DOWN. Contractor must include and must require all of its contractors and subcontractors at any tier to include all of the clauses in this Attachment 5d in any contract or subcontract of any tier related to the performance of this Contract.

CONTRACT FORM 1

CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
ENGINEERING DEPARTMENT

PAYMENT BOND
(Section 3247, Civil Code)

Bond No. _____

WHEREAS, the City of Placerville, Engineering Department, hereafter referred to as "Obligee", has awarded to Contractor

_____

hereafter referred to as "Principal"' a contract for the work described as follows:

PLACERVILLE STATION II PARK-N-BUS
PROJECT NO. 40708

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof: NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of

_____

Dollars, ($_____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is said Principal or its subcontractors shall pay any of the persons named in Civil Code Section 3181, or amounts required to be deducted, Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees or the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work an labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20_____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

_____ _____
PRINCIPAL

_____ _____
SURETY

_____ _____
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of _____.

On this _____day of _____ in the year of _____, before me _____, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of _____, and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-of-fact.

(SEAL) **Notary Public**

CONTRACT FORM 2

CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
ENGINEERING DEPARTMENT

PERFORMANCE BOND
(Section 3247, Civil Code)

Bond No._____

Signed, sealed and dated: _____

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of ***PLACERVILLE STATION II PARK-N-BUS, Project No. 40708*** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void,; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alteration of addition to the terms of the Contract or to the work.

Dated: _____, 20_____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

	PRINCIPAL
	SURETY
	ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of _____.

On this _____day of _____ in the year of _____, before me _____, personally

appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of _____, and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-of-fact.

(SEAL)

_____
Notary Public

CONTRACT FORM 3

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the City, less retention, for all labor, services, equipment, and material furnished to the City on the PLACERVILLE STATION II PARK-N-BUS located at 2970 Mosquito Road and does hereby waive and release the City, its officers, agents, and employees from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of Disputed Claim and Amount

$_____

Date:_____

_____
Name, Title

_____
Name of Contractor

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UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant:
Name of Customer:
Job Location:
Owner:
Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

$_____

Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature:
Claimant's Title:
Date of Signature:

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UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant:
Name of Customer:
Job Location:
Owner:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions
This document does not affect any of the following: Disputed claims for extras in the amount of: $

Signature
Claimant's Signature:
Claimant's Title:
Date of Signature:

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